



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, June 7, 2016, 10:00 a.m.
Pine County History Museum
6333 H C Andersen Alle, Askov, 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 17, 2016 County Board Meeting and Summary for publication.
- F) Approve Minutes of the May 24, 2016 Special Meeting-Committee of the Whole (Roads, Road Financing and Road Tour).
- G) Minutes of Boards, Committees and Correspondence
 - East Central Regional Library Board Minutes – April 11, 2016
 - Pine County HRA Senior Housing Board Minutes – April 27, 2016
 - Pine County Land Surveyor Monthly Report – May, 2016
- H) 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. **May, 2016 Disbursements**
Disbursements Journal Report, May 1, 2016 – May 31, 2016.
2. **Application for Abatement**
Consider Application for Abatement for Changing Gaits, 27274 Monument Road, Brook park, MN, PID 06.0243.000, pay 2016.
3. **Application for Exempt Permit**
 - A. Consider Application for Exempt Permit for the Moose Lake Area Chamber of Commerce to conduct Minnesota lawful gambling on October 15, 2016 at the Moose Lake Golf Course, 35311 Parkview Drive, Sturgeon Lake, MN (Windemere Twp.).

- B. Consider Application for Exempt Permit for The Grand Lodge Ancient Free & Accepted Masons of MN – Helio Lodge #273 to conduct lawful gambling on August 20, 2016 at Wings North Hunt Club, 19379 Homestead Road, Pine City, MN (Pokegama Township).
4. **Application for Repurchase**
A. Consider approval of Resolution 2016-26 for repurchase of tax forfeited land in full for Robert Jones, former manager of Lebehr Properties, LLC which has been resolved. Authorized Board Chair and County Auditor to sign.
B. Consider approval of Resolution 2016-28 for repurchase of tax forfeited land on a 10 year contract for Todd Clark. Authorize Board Chair and County Auditor to sign.
5. **Greater Pine Area Endowment Grant**
Consider acceptance of \$1500 Greater Pine Area Endowment Grant.
6. **Central Minnesota Housing Partnership**
Consider approval of Resolution 2016-25 for Central Minnesota Housing Partnership to continue as the administrative body for the implementation of the Rental Rehabilitation Deferred Loan Program sponsored by Minnesota Housing (MHFA). Authorize Board Chair and County Administrator to sign.
7. **Joint Powers Agreement (JPA) Between Health & Human Services and Bureau of Criminal Apprehension**
Consider approval of Resolution 2016-24 for the Joint Powers Agreement between Pine County Health and Human Services and Bureau of Criminal Apprehension (BCA) and authorize Board Chair and County Administrator to sign. The JPA will allow the BCA to provide Health and Human Services agency access to the MN Criminal Justice Data Communication Network.
8. **Contract Between Health & Human Services and MN Department of Human Services**
Consider approval of contract between Pine County Health and Human Services and the MN Department of Human Services and authorize Board Chair to sign. The contract will allow the Pine County Health and Human Services department to move forward with the duties listed in the grant contract.
9. **Donations**
Consider acceptance of the following donations for the K-9 program: City of Askov, \$750; VFW Post 4258, Pine City, \$200; Derek T. Florin (Race for the K-9), \$26; Marlys Mestemacher (Race for the K-9), \$30; Pine County Agriculture Society, \$500; Sturgeon Lake Lions Club, \$2500; Rock Creek Pit Stop, \$500; Gerald and Terry Lovgren, \$25.
10. **Personnel**
A. Consider promotion of Jail Sergeant Rodney Williamson to Jail Administrator, effective June 27, 2016, annual salary of \$64,000, grade C52.
B. Authorize the hiring of Timothy Welle, Part-Time Corrections Officer, effective June 8, 2016, \$17.11 per hour, grade B23.
C. Authorize the hiring of Chris Matrious, Highway Maintenance Worker, effective June 13, 2016, \$15.23 per hour, grade B23.
11. **Training**
Consider County Administrator David Minke and Human Resources Manager Connie Mikrot to attend the Association of County Administrator’s Summer Workshop: Bridging the Gap Employee Recruitment & Retention in the 21st Century, July 14-15, 2016, St. Cloud. Registration: \$100, Hotel:

\$200 (est.), Mileage: \$125 (est.), Total Estimate: \$425. Funds are available in the Administrator Budget.

REGULAR AGENDA

1. **Public Hearing – Plat Book Fee**
Consider approval of Plat Book Fee Schedule.
2. **Introduction of Corrections Agent Jami Tuve**
3. **Technology Committee**
The Pine County Technology Committee met May 17, 2016. (Minutes Attached). Informational only. No board action required.
4. **Facility Committee Meeting**
The Pine County Facility Committee met June 1, 2016. (Minutes Attached). Informational only. No board action required.
5. **Pathfinder Village Contract**
Consider approval of law enforcement security contract between Pathfinder Village and the Pine County Sheriff's Office for the period of May 19, 2016 through December 31, 2016 and authorize Board Chair to sign. Contract rate shall be \$49 per hour.
6. **Septic Revolving Loan Fund**
Consider Resolution 2016-27 authorizing Land Services Director Kelly Schroeder to submit the proposal for the Pine County Subsurface Sewage Treatment Systems Upgrades and represent the county in all matters regarding the proposal. Authorize Board Chair and County Administrator to sign.
7. **Other**
8. **Commissioner Updates**
Arrowhead Counties Association
Rush Line Task Force
Snake River Watershed
NLX: cancelled
Law Library
Mille Lacs Band Meeting
NE MN Regional Radio Board
East Central Regional Juvenile Center Advisory Committee
Soil & Water Conservation District
9. **Upcoming Meetings (Subject to Change)**
 - a. **Pine County Board Meeting, Tuesday, June 7, 2016, 10:00 a.m.**, Pine County History Museum, 6333 H C Andersen Alle, Askov, Minnesota.
 - b. **Central Minnesota Jobs and Training, Friday, June 10, 2016, 406 E. 7th St.**, Monticello, Minnesota.
 - c. **East Central Solid Waste Commission, Monday, June 13, 2016, 9:00 a.m.**, 1756 180th Street, Mora, Minnesota.
 - d. **East Central Regional Library, Monday, June 13, 2016, 9:30 a.m.**, Cambridge Public Library, 244 Birch Street, Cambridge, Minnesota.
 - e. **Public Health Planning Committee, Tuesday, June 14, 2016, 8:00 a.m.**, Board Room, Courthouse, Pine City, Minnesota.

- f. Personnel Committee, Tuesday, June 14, 2016, 9:30 a.m.,** Commissioners' Conference Room, Courthouse, Pine City, Minnesota.
- g. AMC District 1 Meeting, Wednesday/Thursday, June 15-16, 2016, 8:00 a.m.,** Thunderbird Lodge, 2170 CR 139, International Falls, Minnesota.
- h. Kanabec-Pine Community Health Board, Monday, June 20, 2016, 9:00 a.m.,** Kanabec County Courthouse, Mora, Minnesota.
- i. Board of Equalization, Monday, June 20, 2016, 6:00 p.m.,** Board Room, Courthouse, Pine City, Minnesota.
- j. Technology Committee, Tuesday, June 21, 2016, 8:30 a.m.,** Commissioners' Conference Room, Pine County Courthouse, Pine City, Minnesota.
- k. Pine County Board of Commissioners, Tuesday, June 21, 2016, 10:00 a.m.,** Board Room, Pine County Courthouse, Pine City, Minnesota.

Recess County Board Meeting and Reconvene as Committee of the Whole

- A. Legislative Update – Representative Rarick and Senator Lourey
- B. Springsted Comp and Class Study – Ann Antonson

10. Adjourn

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

**Tuesday, May 17, 2016 - 10:00 a.m.
Board Room, Pine County Courthouse, Pine City, Minnesota**

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

The Pledge of Allegiance was said.

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

Chair Rossow requested the following revisions to the Agenda:

1. Addition: Consent Item #12
Consider approval of Tobacco License for Czeslaw Knobbe dba Chipmunk Square Market.
2. Addition: Regular Agenda:
 - 6A. Recognition of National Police Week, May 15-21, 2016.
 - 6B. Correctional Officer Social Security Update and consider Contract with Abdo Eick and Meyers (AEM) Financial Solutions
 - 6C. Update on Pine County Land Department Timber Auction Results

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

Commissioner Hallan moved to approve the Minutes of the May 3, 2016 board meeting and Summary for publication. Second by Commissioner Ludwig. Motion carried 5-0.

Minutes of Boards, Committees and Correspondence

Pine County HRA Senior Housing Board of Director regular meeting – March 23, 2016

Pine County Chemical Health Coalition meeting – May 9, 2016

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

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

CONSENT AGENDA

1. Approve April, 2016 Cash Balance

Fund	April 30, 2015	April 30, 2016	Increase(Decrease)
General Fund	69,072.23	1,282,455.57	1,213,383.34
Health and Human Services Fund	(879,252.03)	(657,625.94)	221,626.09
Road and Bridge Fund	4,233,533.83	2,473,054.25	(1,760,479.58)
Land Management Fund	2,191,429.45	1,203,717.88	(987,711.57)
TOTAL (inc non-major funds)	9,900,010.23	10,075,571.02	175,560.79

2. Applications for Abatement

Approve Application for Abatement for Linda Bergstrom, 1115 4th Avenue SW, Pine City, PID 42.0191.000, payable 2014 and 2015.

3. Application for Exempt Permit

Approve Application for Exempt Permit for Reach for Resources, Inc. to conduct Minnesota lawful gambling on October 12, 2016 at Wings North, 19379 Homestead Road, Pine City, MN (Pokegama Twp.)

4. Temporary Liquor License

Approve a Temporary Liquor License for a Rock Creek Lions event on September 2-5, 2016 at Heidelberger Rodeo.

5. Application for Repurchase

Approve Resolution 2016-22 for the repurchase of tax forfeited land on a 10-year contract for Daniel Johnson. Authorize Board Chair and County Auditor to sign.

6. Application for Repurchase

Approve Resolution 2016-23 for the repurchase of tax forfeited land on a 10-year contract for Gregory Jacobsson. Authorize Board Chair and County Auditor to sign.

7. Greater Pine Area Endowment Grant Application

Approve Economic Development Coordinator Robert Musgrove to apply for a \$1,500 grant from the Greater Pine Area Endowment for a project in partnership with the Pine Area Chamber of Commerce.

8. Federal Supplemental Boating Safety Patrol Grant

Approve 2016 Federal Supplemental Boating Safety Patrol Grant in the amount of \$4,500, for grant period May 13, 2016 – September 5, 2016, and authorize Board Chair and County Administrator to sign. This grant does not require matching funds.

9. Donations

- A. Accept the following donations for the K-9 program: Ronald Nistler (Race for the K-9), \$26; Robert and Cynthia Guss, \$25; Deleanore Hinze, \$20; East Central Energy Operation Round Up grant, \$2,500; City of Rutledge (Race for the K-9), \$26; David and Susan Beckstrand, \$1,000; “We Pay” donations received from the Go-Fund-Me site for the Race for the K-9, \$749.86.
- B. Accept \$700 donation for the Back to School Backpack project.

10. Full-Time Status/Completion of Probationary Period

Approve full-time status for Public Health Case Aide Samantha Ekeroth effective May 30, 2016.

11. New Hire

Approve the hiring of full-time Corrections Agent Jami Tuve, effective May 23, 2016, \$19.48 per hour, per State Grid (MAPE) 14G, Step 1.

12. Tobacco License

Approve Tobacco License for Czeslaw Knobbe dba Chipmunk Square Market, 7326 County Highway 61, Rutledge.

REGULAR AGENDA

1. Public Hearing – Class I ATVs

County Administrator David Minke stated the county is considering an ordinance which would allow Class 1 ATVs to be driven on county roads similar to Class 2 ATVs.

Chair Rossow opened the public hearing at 10:02 a.m. Chair Rossow called for public comment. Don Otwell and Harold Blatz stated their opposition to the ordinance. Charlie Peterson, Jerry Stone, Scott Helfman and Tom Helfman stated their support for the ordinance. Discussion was held regarding environmental and speed limit concerns. With there being no further comment, Chair Rossow closed the meeting at 10:36 a.m. Chair Rossow stated if at some point the Ordinance would need to be amended, requests may be brought back to the board for consideration. This Ordinance will be effective upon publication.

Motion by Commissioner Mohr to approve Pine County Ordinance 2016-03 for the Management of All-Terrain Vehicles in the Public Right-of-Ways of Roads within the County's Jurisdiction. Second by Commissioner Rossow. Motion carried 5-0.

2. Minnesota Department of Transportation Award to Sheriff's Office

NE MN Law Enforcement Liaison Frank Scherf provided an overview of the Towards Zero Deaths program and presented to the Pine County Sheriff's Office an Outstanding Agency Award for the first quarter of the Towards Zero Deaths enforcement grant. As part of the award the sheriff's office received a laser speed enforcement device.

3. Facilities Committee

Commissioner Mohr provided an overview of the May 4, 2016 Facilities Committee meeting. The Sandstone building project was discussed including the need for more space for HHS, cleaning staff at the Sandstone location, and the use of the large conference room for HHS employee use, with the possibility of moving the location for the regular county board meeting on the first Tuesday of each month. Other items are for informational purposes only.

Motion by Commissioner Mohr to move the regular meeting of the Pine County Board of Commissioners, held on the first Tuesday of the month, to the Pine County History Museum, 6333 H C Andersen Alle, Askov. Second by Commissioner Ludwig. Motion carried 5-0.

4. Personnel Committee

Commissioner Chaffee provided an overview of the May 10, 2016 Personnel Committee meeting. The following recommendations were made:

HHS

- A. Acknowledge the resignation of Social Worker Kristen Schroeder, effective May 12, 2016, and authorize backfill of any subsequent vacancies.
- B. Approve the addition of one full-time Public Health Educator position (C42). This position will be funded from the Planning and Implementation Grant and housed in the Hinckley-Finlayson and East Central School Districts.

Highway

- A. Approve the addition of one full-time Building Maintenance position (B21) to focus on the Pine Government Center (PGC) and Sandstone to comply with security requirements for Federal Tax Information (FTI). This position will also perform maintenance work and provide support county-wide. The county will discontinue the cleaning contract for the PGC and Sandstone buildings.

Other items are for informational purposes only.

Motion by Commissioner Chaffee to approve the recommendations of the Personnel Committee. Second by Commissioner Ludwig. Motion carried 5-0.

5. Pine County Public Health Planning Committee

Commissioner Hallan gave an overview of the May 10, 2016 Pine County Public Health Planning Committee meeting stating forward progress was made to establish a stand alone Pine County Community Health Board as of January, 2017. Commissioner Hallan also stated that the City of Pine City has received an ACT on Alzheimers grant.

6. Set a Special Meeting / Committee of the Whole

Discussion was held as to the scheduling of a Committee of the Whole meeting to receive and discuss the results of the Class and Compensation study. It was the consensus of the board to schedule a Committee of the Whole meeting to commence after the regular county board meeting on June 7, 2016 at the Pine County History Museum, 6333 H C Andersen Alle, Askov.

6A. National Police Week

Sheriff Nelson stated May 15-21, 2016 is National Police Week. Sheriff Nelson stated the sheriff's office will be hosting its annual Public Safety Day on May 21, 2016 in the north parking lot of the courthouse in conjunction with National Police Week. Commissioners recognized the work the deputies perform.

6B. Corrections Officer Social Security Update and Contract with Abdo Eick and Meyers (AEM)

County Administrator Minke explained that eligible correctional officers who elected to opt out of Social Security, due to a Social Security determination, had the option to request a refund of their Social Security payments. Administrator Minke requests to enter into a contract with AEM Financial Solutions for assistance to complete the refund and approve a Power of Attorney to allow AEM to represent the county with the IRS.

Motion by Commissioner Ludwig to contract with AEM Financial Solutions to complete the refund of Social Security taxes to the eligible correctional officers, subject to county attorney review. Second by Commissioner Hallan. Motion carried 5-0.

Motion by Commissioner Chaffee to approve a Power of Attorney to allow AEM to represent the county with the IRS. Second by Commissioner Mohr. Motion carried 5-0.

6C. Pine County Land Department Timber Auction Results

County Administrator Minke provided an overview of the results of the May 11, 2016 timber auction—10,007 cords sold, with a total sale value of \$679,535.14.

7. Commissioner Updates

East Central Solid Waste Commission: Commissioner Hallan stated East Central Sanitation has been sold to Waste Management. ECSWC will be scheduling a meeting with Waste Management.

East Central Regional Library: Commissioner Chaffee stated it was business as usual; however a finance meeting was held after the library board meeting--concerns were noted that county budget processes will start prior to start of the library board budget process. The library board will go off of last year's numbers.

Pine County Chemical Health Coalition: Commissioner Ludwig stated HHS has received the grant that will pay for the public health educator position, who will work at the Hinckley-Finlayson and East Central Schools. There will be no Chemical Health Coalition meetings in June or July.

Soil & Water Conservation District (SWCD): Commissioner Ludwig said the no till drill is very busy. SWCD was advised the Health & Human Services building is no longer available for meeting use.

Kanabec-Pine Community Health Board: Commissioner Hallan stated work is progressing to break grants apart. Eventually the Kanabec-Pine Community Health Board meetings will become shorter and Pine County may opt to attend via video conference.

Lakes & Pines CAC: No report.

8. Upcoming meetings were reviewed.
9. With no further business, Chair Rossow adjourned the county board meeting at 11:31 a.m. The next regular meeting of the county board is scheduled for June 7, 2016 at 10:00 a.m. at the Pine County History Museum, 6333 H C Andersen Alle, Askov, Minnesota.

Curtis H. Rossow, Chair
Board of Commissioners

David J. Minke, Administrator
Clerk to County Board

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

**Tuesday, May 17, 2016 - 10:00 a.m.
Board Room, Pine County Courthouse, Pine City, Minnesota**

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

The Pledge of Allegiance was said.

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

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

Commissioner Hallan moved to approve the Minutes of the May 3, 2016 board meeting and Summary for publication. Second by Commissioner Ludwig. Motion carried 5-0.

Minutes of Boards, Committees and Correspondence

Pine County HRA Senior Housing Board of Director regular meeting – March 23, 2016

Pine County Chemical Health Coalition meeting – May 9, 2016

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

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

Approve April, 2016 Cash Balance

Fund	April 30, 2015	April 30, 2016	Increase(Decrease)
General Fund	69,072.23	1,282,455.57	1,213,383.34
Health and Human Services Fund	(879,252.03)	(657,625.94)	221,626.09
Road and Bridge Fund	4,233,533.83	2,473,054.25	(1,760,479.58)
Land Management Fund	2,191,429.45	1,203,717.88	(987,711.57)
TOTAL (inc non-major funds)	9,900,010.23	10,075,571.02	175,560.79

Approve Application for Abatement for Linda Bergstrom, 1115 4th Avenue SW, Pine City.

Approve Application for Exempt Permit for Reach for Resources, Inc. to conduct Minnesota lawful gambling on October 12, 2016 at Wings North, 19379 Homestead Road, Pine City, MN.

Approve a Temporary Liquor License for a Rock Creek Lions event on September 2-5, 2016 at Heidelberg Rodeo.

Approve Resolution 2016-22 for the repurchase of tax forfeited land on a 10-year contract for Daniel Johnson.

Approve Resolution 2016-23 for the repurchase of tax forfeited land on a 10-year contract for Gregory Jacobsson.

Approve Economic Development Coordinator Robert Musgrove to apply for a \$1,500 grant from the Greater Pine Area Endowment for a project in partnership with the Pine Area Chamber of Commerce.

Approve 2016 Federal Supplemental Boating Safety Patrol Grant in the amount of \$4,500, for grant period May 13, 2016 – September 5, 2016. This grant does not require matching funds.

Accept the following donations for the K-9 program: Ronald Nistler (Race for the K-9), \$26; Robert and Cynthia Guss, \$25; Deleanore Hinze, \$20; East Central Energy Operation Round Up grant, \$2,500; City of Rutledge (Race for the K-9), \$26; David and Susan Beckstrand, \$1,000; “We Pay” donations received from the Go-Fund-Me site for the Race for the K-9, \$750.

Accept \$700 donation for the Back to School Backpack project.

Approve full-time status for Public Health Case Aide Samantha Ekeroth effective May 30, 2016.

Approve the hiring of full-time Corrections Agent Jami Tuve, effective May 23, 2016, \$19.48 per hour, per State Grid (MAPE) 14G, Step 1.

Approve Tobacco License for Czeslaw Knobbe dba Chipmunk Square Market, 7326 County Highway 61, Rutledge.

Public Hearing – Class I ATVs

County Administrator David Minke stated the county is considering an ordinance which would allow Class 1 ATVs to be driven on county roads similar to Class 2 ATVs.

Chair Rossow opened the public hearing at 10:02 a.m. Chair Rossow called for public comment. Don Otwell and Harold Blatz stated their opposition to the ordinance. Charlie Peterson, Jerry Stone, Scott Helfman and Tom Helfman stated their support for the ordinance. Discussion was held regarding environmental and speed limit concerns. With there being no further comment, Chair Rossow closed the meeting at 10:36 a.m. Chair Rossow stated if at some point the Ordinance would need to be amended, requests can be brought back to the board for consideration. The Ordinance will become effective upon publication.

Motion by Commissioner Mohr to approve Pine County Ordinance 2016-03 for the Management of All-Terrain Vehicles in the Public Right-of-Ways of Roads within the County’s Jurisdiction. Second by Commissioner Rossow. Motion carried 5-0.

The Pine County Facilities Committee met May 4, 2016 and made the following recommendation:

Motion by Commissioner Mohr to move the regular meeting of the Pine County Board of Commissioners, held on the first Tuesday of the month, to the Pine County History Museum, 6333 H C Andersen Alle, Askov. Second by Commissioner Ludwig. Motion carried 5-0.

Personnel Committee

The Pine County Personnel Committee Met May 10, 2016 and made the following recommendations:

HHS

- A. Acknowledge the resignation of Social Worker Kristen Schroeder, effective May 12, 2016, and authorize backfill of any subsequent vacancies.
- B. Approve the addition of one full-time Public Health Educator position. This position will be funded from the Planning and Implementation Grant and housed in the Hinckley-Finlayson and East Central School Districts.

Highway

- A. Approve the addition of one full-time Building Maintenance position to focus on the Pine Government Center (PGC) and Sandstone to comply with security requirements for Federal Tax Information (FTI). This position will as well perform maintenance work and provide support county-wide. The county will discontinue the cleaning contract for the PGC and Sandstone buildings.

Motion by Commissioner Chaffee to approve the recommendations of the Personnel Committee. Second by Commissioner Ludwig. Motion carried 5-0.

Motion by Commissioner Ludwig to contract with AEM Financial Solutions to complete the refund of Social Security taxes to the eligible correctional officers, subject to county attorney review. Second by Commissioner Hallan. Motion carried 5-0.

Motion by Commissioner Chaffee to approve a Power of Attorney to allow AEM to represent the county with the IRS. Second by Commissioner Mohr. Motion carried 5-0.

With no further business, Chair Rossow adjourned the county board meeting at 11:10 a.m. The next regular meeting of the county board is scheduled for June 7, 2016 at 10:00 a.m. at the Pine County History Museum, 6333 H C Andersen Alle, Askov, Minnesota.

Curtis H. Rossow, 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.

**MINUTES OF PINE COUNTY BOARD OF COMMISSIONERS
SPECIAL MEETING and COMMITTEE OF THE WHOLE
Highway and Road Tour
Tuesday, May 24, 2016, 9:00 a.m.
Pokegama Town Hall
18336 Town Hall Road, Pine City, Minnesota**

Chair Curt Rossow called the meeting to order at 9:02 a.m. Present were Commissioners Steve Hallan, Josh Mohr, Steve Chaffee, and Matt Ludwig. Also present were County Attorney Reese Frederickson, County Engineer Mark LeBrun, and County Administrator David Minke.

Also present: Township Vice Chairman Henry Fischer, Township Sewer Supervisor Dean Swenson, Township Administrative Clerk Susan Alderink, Township Zoning Administrator Gordon Johnson, and Traci LeBrun, media.

The Pledge of Allegiance was said.

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

Pokegama Township Vice Chairman Fischer welcomed the board and provided an overview of the demographics and concerns of Pokegama Township. Zoning Administrator Johnson inquired of services the county could provide for Pokegama Township as to blight concerns. Commissioner Hallan commented as to Fischer's concerns.

1. Jurisdictional Transfer Guidelines

County Engineer LeBrun reviewed the dead-end county roads considered for transfer to the townships. The county has established a one-time payment of \$10,000/mile of turnback in lieu of a two-year maintenance obligation. LeBrun also reviewed the proposed road exchanges between the county and townships, and identified the roads for designation change -- state aid roads/county roads and swapping our state aid designation--proposed 7.25 removed from county state aid designation and 7.00 added to the county state aid designation.

Discussion was held as to the exchange of Homestead Road/township for a county road. It was the consensus of the board that Engineer LeBrun put together a list of roads for exchange and designation changes, and projects, and bring the proposal to the Transportation Committee for consideration.

2. Ten-Ton Paving System

County Engineer LeBrun distributed a map identifying 10, 9 and 7 ton roads, providing an overview of upcoming roads projects. LeBrun stated his goal is to have a complete 10-ton paved system within seven years. Approximately two-thirds of the 450 miles roads of paved roads are now at the 10-ton designation. LeBrun addressed funding to be able to complete the 10-ton paved system.

3. Discussion of County Road Projects and Funding Options

County Engineer LeBrun distributed proposed road projects for 2017, 2018 and 2019, totaling approximately \$7.5 million. If the county continues with only wheelage tax funding, an approximate \$150,000 shortage will occur for paying a 20-year bond. LeBrun provided three options: (1) Levy the difference and not change anything; (2) Increase the wheelage tax to \$15 per vehicle (would pay for a 20-year bond); or (3) eliminate the wheelage tax and incorporate a sales tax (\$750,000 estimated per year from sales tax). LeBrun reviewed the advantages and disadvantages of a sales tax and recommended the elimination of the wheelage tax and going forward with the sales tax, stating more road projects could be added, bonded, and paid off in a 10-year period versus 20 years. LeBrun stated sales tax can only be for a 10-year duration and a capital improvements plan for projects must be in place. It was the consensus of the board that LeBrun put together a plan based on the sales tax, projected projects, and projections for a 10-year bond and bring this back to the Transportation Committee for consideration.

At 10:25 a.m. the board boarded a bus for the road tour. The tour included areas of the southern one-half of the county. The bus returned to the town hall at 11:55 a.m.

With no further business, Chair Rossow adjourned the meeting at 12:00 p.m.

Curt H. Rossow, Board Chair
Pine County Board of Commissioners

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

ECRL Library Board Minutes

Date: Monday, April 11, 2016

Time: 9:30 am

Place: ECRL Headquarters in Cambridge

Present: Hommes, Linda (Aitkin); Raisanen, James (Aitkin); McMahon, George (Chisago); Schlumbohm, William (Chisago); Kruschel, Barbara (Isanti); Lee, Karen (Isanti); Warring, Mike (Isanti); Anderson, Gene (Kanabec); Jensen, Robert (Kanabec); Chaffee, Steve (Pine); Goddard, Carol (Pine); Scholin, Judy (Pine); Kramersmeier, Charlotte (Mille Lacs); Reynolds, Genny (Mille Lacs); Zakrajsek, Barbara (Mille Lacs)

Staff: Misselt, Barbara (Director, ECRL); Lydon, Carla (Assistant Director, ECRL); Shelly Anderson (Finance & Administration Manager, ECRL); Sandy Buckingham (Human Resources Coordinator, ECRL)

Absent: Arseneau-Lee, Lisa (Kanabec); Byrne, Richard (Chisago); Niemi, Don (Aitkin)

Call to Order:

President Warring called the April 2016 meeting of the East Central Regional Library to order at 9:30 a.m.

Pledge of Allegiance & Introductions:

Misselt introduced Sandy Buckingham, ECRL's new Human Resources Coordinator

Adopt/Amend Agenda:

McMahon: Add Finance Committee meeting to new business.

M/S/P: unanimous

Kramersmeier/ Jensen to adopt agenda as amended.

Period for Public comment

None

Approval of Previous Minutes

M/S/P: unanimous

Reynolds/Lee to approve minutes as presented.

Bills:

M/S/P: unanimous

Raisanen/Kramersmeier to approve March 2016 bills.

ECRL administration to provide a detailed report of the use of special funds money next quarter.

Financial Reports:

M/S/P: unanimous

Raisanen/Reynolds to accept the March 2015 financial report as presented.

ECRL Administrative Reports

A. **Director's Organizational Report**

- Incident in Cambridge with loaded magazine.
 - Director will research firearms policy and issues and bring report to Board.
- Report of the findings of the MN Design Team visit to Cambridge.
 - McMahon wants it to be clear that ECRL has not committed to the City of Cambridge Building Project.

B. **Branch Highlights**

- Chisago Lakes will be spraying for ants at the library. Exterminator assures us there are no health issues or residue with pesticide. Signs have been posted at the library to advise the public regarding the spraying.
- All branches with the exception of Rush City, Milaca and Cambridge, will be issuing free tickets for opening and closing programs for the Summer Reading program, due to fire code and safety issues. We anticipate several branches will unfortunately have to turn away some patrons.

Other Reports

- A. Personnel – Misselt reported that the Personnel Committee will be working on an open hours study for all branches and expect to make a recommendation to the full Board sometime this summer.
- B. CMLE – Kramersmeier reported that the CMLE Director has announced her retirement effective Sept. 1, 2016. A search committee has been appointed.

Old Business

- A. 2015 Annual Report – Misselt made a presentation on the service statistics for 2015 and provided a copy of the 2015 Annual Report submitted to the State for Board review.

New Business

- A. McMahon would like to have a Finance Committee Meeting. Date was set for May 9 after the Board meeting in Mora.

Trustee Issues

- A. Legislative Day

Plans are confirmed for Legislative Day on Wednesday, April 13. Barb Kruschel, George McMahon, Mike Warring, Bob Jensen, Karen Lee and Char Kramersmeier will attend.

- B. Other – none.

Future Agenda Items

None

Next meeting Monday, May 9, 2016 9:30 am in Mora.

M/S/P: unanimous

McMahon/Jensen to adjourn at 11:30 am.

Barbara Kruschel, Secretary
Carla Lydon, Recorder

.PINE COUNTY HRA SENIOR HOUSING

510 Fifth Street Office

Sandstone, MN 55072

(320) 245-5140

pinehra@ecenet.com

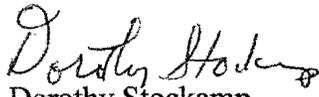
**Sandstone Manor
510 Fifth Street
Sandstone, MN 55072**

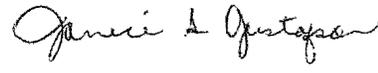
**Finlayson Manor
6524 Broadway Street
Finlayson, MN 55735**

The regular meeting of the Pine County HRA Senior Housing Board of Directors was held on April 27, 2016, at the Sandstone Manor. Commissioners of the HRA present were Board Chair Dorothy Stockamp, Cheri Drilling, Greg Kvasnicka, Carl Steffen, and Jan Oak. Staff members present were Executive Director Janice Gustafson and Resident Manager Richard Soens. Resident Manager Shirley Kroschel was absent. There were no residents present.

1. The meeting was called to order at 2:00 p.m. by Board Chair D. Stockamp and the Pledge of Allegiance was said.
2. The HRA Board minutes from March 23, 2016, were reviewed by the Board members. A motion was made by C. Steffen and was seconded by C. Drilling to accept the minutes. Motion carried: Yeas 5, Nays 0.
3. The monthly financial statements and the investment report were presented by J. Gustafson. A motion was made by J. Oak and was seconded by Board Chair D. Stockamp to approve the financial statements and the investment report. Motion carried: Yeas 5, Nays 0.
4. Executive Director's Report. The written Executive Director's report was reviewed by Board members.
5. Old Business.
 - a) Vacancies. There are no vacancies and the HRA has not received any move-out notices.
 - b) The year ended December 31, 2015, financial audit work papers have been completed and delivered to Robert Althoff for audit.
6. Resident Manager's Report. R. Soens reported everything was fine at the Sandstone Manor.

7. New Business. In accordance with HUD Regulation 4350.3, annual unit inspections will be conducted in the month of May. Residents will receive a notification memo approximately two weeks before the date of the inspection.
8. A motion was made by G. Kvasnicka and was seconded by C. Drilling to adjourn the meeting at 3:00 p.m. Motion carried: Yeas 5, Nays 0.


Dorothy Stockamp
HRA Board Chair


Janice S. Gustafson
Executive Director



PINE COUNTY PUBLIC WORKS

HIGHWAY DEPARTMENT

405 Airport Road NE
Pine City, MN 55063

Telephone 320-216-4200
Fax: 320-629-6736
1-800-450-7463 Ext. 4200

Mark A. LeBrun, P.E.
County Engineer

Pine County Land Surveyor Monthly Report

May 2016

NCEES Central Zone Meeting for MN Licensing Board at Kansas City, MO.

CSAH 1, T38N R22W, calculate road ROW, calculate search areas, search for, set, tie out and GPS PLSS corners, ROW and private corners.

CSAH 5, T38N R22W, calculate road ROW, calculate search areas, search for, set, tie out and GPS PLSS corners, ROW and private corners.

CSAH 6, T38N R21W and R22W, calculate road ROW, calculate search areas, search for and GPS PLSS corners, ROW and private corners.

CSAH 61 and CSAH 55 railroad crossing, T39N R21W Section 28, research records, calculate road ROW, calculate search areas, search for, set and GPS ROW and private corners.

CSAH 65 railroad crossing, T39N R21W Section 33, research records, calculate road ROW, calculate search areas.

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

Review legal descriptions for County ROW Dept. and County Land Dept. as needed.

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

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

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

Robin T. Mathews, Pine County Surveyor



AGENDA REQUEST FORM

Date of Meeting: June 7, 2016

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

Agenda Item: May, 2016 Disbursements

Department: Auditor-Treasurer

Cathy Clemer
Department Head signature

Background information on Item:

May, 2016 Disbursements

Action Requested:

Financial Impact:

CATHYJ
5/27/16 10:17AM

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



DISBURSEMENTS JOURNAL REPORT G/L Months: 05/2016 - 05/2016

RECAP BY FUND

FUND	AMOUNT	NAME
1	371,409.28	GENERAL REVENUE FUND
12	282,991.90	HEALTH & HUMAN SERVICES
13	111,318.97	ROAD & BRIDGE FUND
22	1,239.87	LAND MANAGEMENT FUND
76	316,241.67	GROUP HEALTH INS FUND 5/1/95 (GEN)
80	7,556.50	COUNTY COLLECTIONS AGENCY FUND
82	5,272,356.42	TAXES AND PENALTIES AGENCY FUND
84	38,973.29	EAST CENTRAL DRUG TASK FORCE AGENCY F
89	8,512.39	H & HS COLLECTIONS AGENCY FUND
	6,410,600.29	Total Disbursements

RECAP BY TYPE

TYPE	AMOUNT	NAME
1	6,154,928.54	AUD
2	255,750.67	COM
3	78.92-	MVC
	6,410,600.29	Total Disbursements



AGENDA REQUEST FORM

Date of Meeting: June 7, 2016

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

Agenda Item: Application for Abatement

Department: Auditor-Treasurer

Cathy Clamer
Department Head signature

Background information on Item:

Changing Gaits, 27274 Monument Rd, Brook Park, MN, PID 06.0243.000, pay 2016

Action Requested:

Financial Impact:

APPLICATION FOR ABATEMENT - GENERAL FORM

(M.S. 375.192)

DATE: May 18, 2016

For Taxes Levied In: 2015
And Payable In: 2016

Abatement # AB16-08

Please Print Or Type

Applicants Name: <u>Changing Gaits</u>	Applicants Mailing Address: <u>272-74 Monument Rd Brook Park, MN 55007</u>
Applicant's SSN: _____	
Telephone (Home): _____	
Telephone (Work): _____	

Description Of Property: Property ID or Parcel Number: 060243.000
 Street Address: 26980 Monument Rd, Brook Park
 Township/City: Brook Park Twp
 School District: 2165

Legal Description: part NW/4 SW/4
SEC 27-TWP 40, R1922

ASSESSOR'S ESTIMATED MARKET VALUE:

Land: 22,200 Structures: 24,400 Total: 47,100 Classification: 201-0-093

Applicants Statement of Facts:

Property was purchased & put to an exempt use in 2014. Applied for property tax exemption in 2015.

Applicants Request:

Reclassify as exempt for pay 2016.

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: June 7, 2016

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

Agenda Item: Application for Exempt Permit

Department: Auditor-Treasurer

Cathy Clarke
Department Head signature

Background information on Item:

Application for Exempt Permit from Moose Lake Area Chamber of Commerce to conduct Minnesota lawful gambling on October 15, 2016 at the Moose Lake Golf Course, 35311 Parkview Drive, Sturgeon Lake, MN (Windemere Twp).

Action Requested:

Financial Impact:

LG220 Application for Exempt Permit

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

Application fee (non refundable)
 If application is postmarked or received 30 days or more before the event ~~\$50~~; otherwise ~~\$100~~.
 \$100 \$150

ORGANIZATION INFORMATION

Organization name: Moose Lake Area Chamber of Commerce
 Previous gambling permit number: X-32644-13-005

Minnesota tax ID number, if any: 2731672
 Federal employer ID number (FEIN), if any: 41-1478683

Type of nonprofit organization. Check one.
 Fraternal Religious Veterans Other nonprofit organization

Mailing address: PO Box 110
 City: Moose Lake State: MN Zip code: 55767 County: Carlton

Name of chief executive officer [CEO]: Amy Perrine, President
 Daytime phone number: (218) 372-3757
 E-mail address: amy.i.perrine@gmail.com

NONPROFIT STATUS

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

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

IRS income tax exemption [501(c)] letter in your organization's name.
 Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS at 877-829-5500.

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

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted. For raffles, list the site where the drawing will take place.
 Moose Lake Golf Course

Address [do not use PO box]: 35311 Parkview Drive
 City or township: Windemere Zip code: 55783 County: Pine

Date[s] of activity. For raffles, indicate the date of the drawing.
 October 15 2010

Check each type of gambling activity that your organization will conduct.
 Bingo* Raffle [total value of raffle prizes awarded for year \$ 4250.00] Paddlewheels* Pull-tabs* Tipboards*

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

To find a licensed distributor, go to www.gcb.state.mn.us and click on **Distributors** under the **WHO'S WHO? LIST OF LICENSEES**, or call 651-539-1900.

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

CITY APPROVAL
for a gambling premises located within city limits

_____ The application is acknowledged with no waiting period.

_____ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).

_____ The application is denied.

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

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

COUNTY APPROVAL
for a gambling premises located in a township

_____ The application is acknowledged with no waiting period.

_____ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.

_____ The application is denied.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (If required by the county)
On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: *Amy L Perrine* Date: 5/18/16
(Signature must be CEO's signature; designee may not sign)

Print Name: Amy L Perrine

REQUIREMENTS

Complete a separate application for:

- all gambling conducted on two or more consecutive days, or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

Financial report to be completed within 30 days after the gambling activity is done:
A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.156, subd. 2(f)).

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

- _____ a copy of your proof of nonprofit status, and
- _____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

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

Questions?
Call the Licensing Section of the Gambling Control Board at 651-539-1900.

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

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



AGENDA REQUEST FORM

Date of Meeting: June 7, 2016

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

Agenda Item: Application for Exempt Permit

Department: Auditor-Treasurer

Cathy Chmura
Department Head signature

Background information on Item:

Application for Exempt Permit for The Grand Lodge Ancient Free & Accepted Masons of MN - Helio Lodge #273 to conduct Minnesota lawful gambling on August 20, 2016 at Wings North Hunt Club, 19379 Homestead Rd, Pine City, MN (Pokegama Twp).

Action Requested:

Financial Impact:

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

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

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.
Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: The Grand Lodge Ancient Free & Accepted Masons of MN Previous Gambling Permit Number: X-93318

Minnesota Tax ID Number, if any: Hellio Lodge #273 Federal Employer ID Number (FEIN), if any: _____

Mailing Address: 343 2nd Ave. S.W Cambridge

City: Cambridge State: MN Zip: 55008 County: Essex

Name of Chief Executive Officer (CEO): Scott Fredell

Daytime Phone: 612-817-0325 Email: scott.fredell@state.mn

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

Fraternal Religious Veterans Other Nonprofit Organization

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

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

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

IRS income tax exemption (501(c)) letter in your organization's name
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

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

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Wings North Hunt Club

Address (do not use P.O. box): 19379 Homestead Rd

City or Township: Pine City Zip: 55063 County: Pine

Date(s) of activity (for raffles, indicate the date of the drawing): Aug 20, 2016

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

Bingo* Paddiewheels* Pull-Tabs* Tipboards*

Raffle (total value of raffle prizes awarded for the calendar year: \$ 4100.00)

* Gambling equipment for bingo paper, paddiewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under **List of Licensees**, or call 651-539-1900.

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

<p style="text-align: center;">CITY APPROVAL for a gambling premises located within city limits</p> <p><input type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print City Name: _____</p> <p>Signature of City Personnel: _____</p> <p>Title: _____ Date: _____</p>	<p style="text-align: center;">COUNTY APPROVAL for a gambling premises located in a township</p> <p><input type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print County Name: _____</p> <p>Signature of County Personnel: _____</p> <p>Title: _____ Date: _____</p>
<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> <p>The city or county must sign before submitting application to the Gambling Control Board.</p> </div>	
<p>TOWNSHIP (if required by the county) On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)</p> <p>Print Township Name: _____</p> <p>Signature of Township Officer: _____</p> <p>Title: _____ Date: _____</p>	

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: Scott Fredell Date: 05/16/2016
(Signature must be CEO's signature; designee may not sign)

Print Name: Scott Fredell

REQUIREMENTS	MAIL APPLICATION AND ATTACHMENTS
---------------------	---

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

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

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



AGENDA REQUEST FORM

Date of Meeting: June 7, 2016

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

Agenda Item: Application for Exempt Permit

Department: Auditor-Treasurer

Cathy Clemons
Department Head signature

Background information on Item:

Application for Exempt Permit for the Ruffed Grouse Society - Rum River Chapter to conduct Minnesota lawful gambling on July 30, 2016 at Wings North, 19379 Homestead Rd, Pine City, MN (Pokegama Twp).

Action Requested:

Financial Impact:

MINNESOTA LAWFUL GAMBLING
LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

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

Application Fee (non-refundable)
 Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is \$100; otherwise the fee is \$150.
 Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Ruffed Grouse Society - Rum River Chapter Previous Gambling Permit Number: X-31251-16-010
 Minnesota Tax ID Number, if any: _____ Federal Employer ID Number (FEIN), if any: 46-3768127
 Mailing Address: 33480 Jackson St NE
 City: Cambridge State: MN Zip: 55008 County: Isanti
 Name of Chief Executive Officer (CEO): James Govednik
 Daytime Phone: 612-282-2349 Email: james@gorillacomputersupport.com

NONPROFIT STATUS

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

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

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

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

IRS income tax exemption (501(c)) letter in your organization's name
 Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

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

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Wings North
 Address (do not use P.O. box): 19379 Homestead Rd
 City or Township: Pine City Zip: 55063 County: Pine
 Date(s) of activity (for raffles, indicate the date of the drawing): 07-30-2016
 Check each type of gambling activity that your organization will conduct:
 Bingo* Paddlewheels* Pull-Tabs* Tipboards*
 Raffle (total value of raffle prizes awarded for the calendar year: \$ _____)

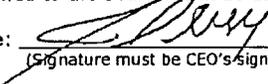
* Gambling equipment for bingo paper, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under **List of Licensees**, or call 651-539-1900.

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

<p style="text-align: center;">CITY APPROVAL for a gambling premises located within city limits</p> <p><input type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print City Name: _____</p> <p>Signature of City Personnel: _____</p> <p>Title: _____ Date: _____</p>	<p style="text-align: center;">COUNTY APPROVAL for a gambling premises located in a township</p> <p><input type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print County Name: _____</p> <p>Signature of County Personnel: _____</p> <p>Title: _____ Date: _____</p>
<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> <p>The city or county must sign before submitting application to the Gambling Control Board.</p> </div>	
<p>TOWNSHIP (if required by the county) On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)</p> <p>Print Township Name: _____</p> <p>Signature of Township Officer: _____</p> <p>Title: _____ Date: _____</p>	

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature:  Date: 06-02-2016
(Signature must be CEO's signature; designee may not sign)

Print Name: James Govednik

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

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

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



AGENDA REQUEST FORM

Date of Meeting: June 7, 2016

- County Board**
 - Consent Agenda
 - Regular Agenda
- Personnel Committee
- Other _____

5 mins 10 mins 15 mins Other

Agenda Item: Application for Repurchase

Department: Auditor-Treasurer

Cathy Chamer
Department Head signature

Background information on Item:

Resolution for repurchase of tax forfeited land in full for Robert Jones, former manager of Lebehr Properties, LLC which has been dissolved

Action Requested:

Approve application

Financial Impact:

None

RESOLUTION 2016-26

WHEREAS, Robert Jones, former manager of LeBehr Properties LLC which has been dissolved, the former owner, has made and filed an application with the County Auditor for the repurchase of the hereinafter described parcel of tax forfeited land, in accordance with the provisions of Minnesota Statutes 1945, Section 282.241, as amended, which land is situated in the County of Pine, Minnesota, and described as follows, to-wit:

Lot Eleven (11), Block 1, Beroun Acres

19.5011.000

and WHEREAS, said applicant has submitted the required application for repurchase to the Pine County Auditor:

and

and WHEREAS, this Board is of the opinion that said application should be granted for such reasons,

NOW THEREFORE BE IT RESOLVED, that the application of Robert Jones, former manager of LeBehr Properties LLC which has been dissolved, for the repurchase of the above described parcel of tax forfeited land be and the same is hereby granted and the County Auditor is hereby authorized and directed to permit such repurchase according to the provisions of Minnesota Statutes 1945, Section 282.241, as amended.

Dated at Askov, Minnesota, this 7th day in June, 2016.

Attest:

Chairman, Board of County Commissioners
Pine County, Minnesota

County Auditor



AGENDA REQUEST FORM

Date of Meeting: June 7, 2016

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

Agenda Item: Application for Repurchase

Department: Auditor-Treasurer

Cathy Chmura
Department Head signature

Background information on Item:

Resolution for repurchase of tax forfeited land on a 10 year contract for
Todd Clarke

Action Requested:

Approve resolution

Financial Impact:

None

RESOLUTION 2016-28

WHEREAS, Todd Clarke, the former owner, has made and filed an application with the County Auditor for the repurchase of the hereinafter described parcel of tax forfeited land, in accordance with the provisions of Minnesota Statutes 1945, Section 282.241, as amended, which land is situated in the County of Pine, Minnesota, and described as follows, to-wit:

That part of the Southeast Quarter (SE1/4) Section Eleven (11), Township Forty-five (45) Range Nineteen (19) described as follows: Beginning at the quarter post between Section Eleven (11) and Twelve (12); thence South along section line 40 chains and under the variation of 8D10' to Southeast corner of said section, thence West under the variation of 8D15' to a point 13 chains, 17 links west from Southeast section corner, thence North under the variation of 8D10' to a point 20 chains North from last named point, thence following the lake shore first in a Northeasterly direction to a point on the quarter line running East and West through said section located 23 chains, 59 links West from above named quarter post, thence East on quarter line under the variation 8D30' to place of beginning. Less part of the Southeast Quarter described as follows: Beginning at the southeast corner of said SE1/4; thence westerly along the south line of said SE1/4 a distance of 869.22 feet (13 chains 17 links); thence northerly, parallel with the east line of said SE1/4, a distance of 1235 feet, more or less, to the shoreline of Lake Eleven, thence NELY, along last said shoreline, a distance of 325 feet, more or less to the intersection with the north line of the South 1270 feet of said SE1/4; thence ELY along last said north line a distance of 551 feet, more or less, to said east line of the SE1/4; thence SLY, along last said east line a distance of 1270.02 feet, more or less to the point of beginning.

PID #33.0451.000

and WHEREAS, said applicant has submitted the required application for repurchase to the Pine County Auditor:

and

and WHEREAS, this Board is of the opinion that said application should be granted for such reasons,

NOW THEREFORE BE IT RESOLVED, that the application of Todd Clarke for the repurchase of the above described parcel of tax forfeited land be and the same is hereby granted and the County Auditor is hereby authorized and directed to permit such repurchase according to the provisions of Minnesota Statutes 1945, Section 282.241, as amended.

Dated at Pine City, Minnesota, this 7th day in June, 2016

Attest:

Chairman, Board of County Commissioners
Pine County, Minnesota

County Auditor



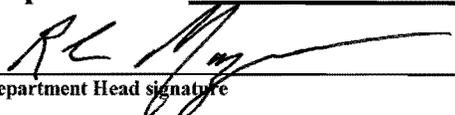
AGENDA REQUEST FORM

Date of Meeting: June 7, 2016

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

Agenda Item: Accept Grant from Greater Pine Area Endowment

Department: Economic Development



Department Head signature

Background information on Item:

As fiscal agent and in partnership with the Pine City Area Chamber of Commerce, the Economic Development Office applied for and received funding from the Greater Pine Area Endowment to conduct some one-on-one technical assistance over the summer with member businesses. The Chamber and the Office will work with these businesses to claim their listings on Google Maps and Google Search, update or correct and enhance those listings and be more visible to those using those search functions to find goods and services. Of the 215 members of the Chamber, only 70 have claimed their listing. Unless they claim and work with those listings, the information will be incomplete and, at worst incorrect. 97% of consumers use mobile devices and search engines to look for goods and services, particularly when travelling to or through an area. Businesses without listings or with incorrect listings are potentially missing out on transactions. This is a follow-up to workshops conducted by the chambers in Pine City, Hinckley and Sandstone in the Spring to train attendees on how to claim and work with their listings.

Action Requested:

Approve acceptance of the grant award.

Financial Impact:

The award is for \$1500.



AGENDA REQUEST FORM

Date of Meeting: June 7, 2016

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

Agenda Item: Rental Rehabilitation Deferred Loan Program

Department: Administration


 Department Head signature

Background information on Item:

In April 2016, Central Minnesota Housing Partnership (CMHP) was awarded funding from the Minnesota Housing Finance agency to be the program administrator for the Rental Rehabilitation Deferred Loan Program (RRDL) in Pine County for 2015-2016. The Pine County Board previously approved Central Minnesota Housing Partnership as the administrator for the RRDL program.

The program is in its fourth year (2nd term runs in two-year fundings) so it is a new program. Central MN Housing Partnership has completed one RRDL loan for \$200,000.00 in Pine County on the Johnson Apartments rehab. CMHP handles 16 counties and received for this year 1.5 million dollars for all the counties combined. It is on a first come first serve basis with loan amounts up to \$300,000 each.

All participating RRDL administrators are being required by the MN Housing Finance agency to seek renewed approval from each county in order to continue to offer this program. The attached resolution will approve the renewal which will allow CMHP to continue to provide 0% deferred loans for repairs to affordable rental properties in Pine County.

Action Requested:

Consider approval of Resolution 2016-25 designating Central Minnesota Housing Partnership as the administrative body for the implementation of the Rental Rehabilitation Deferred Loan Program in Pine County and authorize Board Chair and County Administrator to sign.

Financial Impact:

None.

**CENTRAL MINNESOTA HOUSING PARTNERSHIP AS DESIGNATED
ADMINISTRATIVE BODY FOR THE RENTAL REHABILITATION DEFERRED
LOAN PROGRAM**

Pine County Resolution 2016-25

WHEREAS, Pine County has made significant progress in meeting the need for housing rehabilitation in the cities and rural areas of the county; and

WHEREAS, an unmet need remains for the repair and rehabilitation of rental housing units; and

WHEREAS, the Rental Rehabilitation Deferred Loan Program sponsored by Minnesota Housing (MHFA) may provide a means for rehabilitating rental housing units in Pine County.

NOW, THEREFORE, BE IT RESOLVED that the Central Minnesota Housing Partnership is hereby designated as the administrative body for implementing this program in Pine County.

ADOPTED this 7th day of June, 2016.

Curtis R. Rossow, Chair
Pine County Board of Commissioners

ATTEST:

David J. Minke, County Administrator

CERTIFICATION

I hereby certify that the above is a true and correct copy of a Resolution duly passed, adopted, and approved by the Pine County Board of Commissioners on June 7, 2016.

David J. Minke, County Administrator



AGENDA REQUEST FORM

Date of Meeting: 06/07/2016

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

Agenda Item: Joint Powers Agreement between the BCA and HHS

Department: HHS

Rebecca Fos
Department Head signature

Background information on Item:

Attached is a joint powers agreement between the MN Bureau of Criminal Apprehension (BCA) and HHS to allow the BCA to provide the agency access to the MN Criminal Justice Data Communication Network and other informational tools that the agency is allowed to access. There is also a resolution attached to this agenda item, authorizing the Board Chair and the Administrator to sign the agreement.

Action Requested:

Authorize the County Board Chair and Administrator to adopt resolution number 2016-24, and then sign the Joint Powers Agreement on behalf of HHS with the State of Minnesota. This would allow the agency access to the MN Criminal Justice Data Communication Network.

Financial Impact:

Per the agreement, there is an annual bill of \$420.

RESOLUTION # 2016-24

RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH PINE COUNTY ON BEHALF OF ITS COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

WHEREAS, the County of Pine on behalf of its Health and Human Services Department desires to enter into a Joint Powers Agreement with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension, to use systems and tools available over the State's criminal justice data communications network for which the County is eligible. The Joint Powers Agreement further provides the County the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement.

NOW, THEREFORE, BE IT RESOLVED by the County Board of Pine, Minnesota as follows:

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the County of Pine on behalf of its Health and Human Services Department, are hereby approved. A copy of the Joint Powers Agreement is attached to this resolution and made a part of it.
2. That the Director, Rebecca Foss, or her successor, is designated the Authorized Representative for Health and Human Services. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the County's connection to the systems and tools offered by the State. To assist the Authorized Representative with the administration of the agreement, Social Services Supervisor Beth Jarvis is appointed as the Authorized Representative's designee.
3. That the Board Chair of Pine County and David Minke, the County Board Administrator, or his successor are designated to be the Authorized Representatives for the County Health and Human Services Director. The Authorized Representatives are also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the County's connection to the systems and tools offered by the State.
4. That Curtis H. Rossow, the Chair of the Pine County Board of Commissioners, and David Minke, the County Administrator, are authorized to sign the State of Minnesota Joint Powers Agreement.

Passed and Adopted by this Board on the 7th day of June, 2016.

Curtis H. Rossow, Pine County Board Chair

David Minke, County Administrator



AGENDA REQUEST FORM

Date of Meeting: 06/07/2016

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

Agenda Item: Approve Contract between DHS and HHS

Department: HHS

Rebecca Foss
Department Head signature

Background information on Item:

HHS was awarded a grant offer from the MN Department of Human Services to work with Hinckley-Finlayson and East Central School Districts to reduce youth alcohol use. The term of the contract is from July 1, 2016 (or after all the signatures are secured) through June 30, 2021. The grant amount totals over \$215,000 per year. HHS will be required to comply with the tasks of the grant as listed in the contract and is willing to do so. The County Attorney's Office has reviewed the contract.

Action Requested:

Authorize the County Board Chair to sign the contract between the MN Department of Human Services and Pine County Health and Human Services so that the department can begin to move forward with the duties listed in the grant contract.

Financial Impact:

Over the next five years, the grant will cover the expenses associated with hiring the project coordinator, along with the training and supplies for the coordinator. The grant will also cover the costs of program supplies.

State of Minnesota Department of Human Services County Grant Contract

RECITALS

THIS GRANT, and amendments and supplements thereto, is between State of Minnesota, acting through its Department of Human Services Alcohol & Drug Abuse Division (hereinafter STATE) and Pine County Health and Human Services, an independent grantee, not an employee of the State of Minnesota, address 315 Main St. S., Ste 200, Pine City, MN 55063 (hereinafter GRANTEE), witnesseth that:

WHEREAS, the STATE, pursuant to Minnesota Statutes, section 254A.03 Subd.1 is empowered to enter into contracts for the following services: Delivery of alcohol, tobacco and other drugs prevention services at the local level, and

WHEREAS STATE received Federal Substance Abuse Prevention and Treatment Block Grant dollars from the federal Substance Abuse and Mental Health Services Administration (SAMHSA) in order to prevent youth alcohol and drug abuse, and

WHEREAS STATE is funding this Planning and Implementation (P&I) Grant to promote a collective impact model (multiple agencies and sectors of a community working together toward a common goal) to implement Community-Level Interventions (comprehensive, integrated, evidence-based prevention programs and strategies in local communities) to reduce youth alcohol use.

WHEREAS STATE is permitted to share information with the GRANTEE in accordance with Minnesota Statute, section 13.46, and

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

NOW, THEREFORE, it is agreed:

1. 1. GRANTEE'S DUTIES. GRANTEE:

- A. GRANTEE will conduct a Community Assessment to identify youth substance use problems and the community conditions that contribute to the specific substance use issues identified in the Hinckley-Finlayson Independent School District (ISD) #2165 and the East Central ISD #2580.
 1. GRANTEE, in collaboration with the community coalition, will conduct fifty (50) one-to-one interviews with community members by June 20, 2017; at least 25 one-to-one interviews with community members during year 2 (July 1, 2017- June 30, 2018); at least 25 one-to-one interviews with community members

during year 3 (July 1, 2018-June 30, 2019); at least 25 one-to-one interviews with community members during year 4 (July 1, 2019-June 30, 2020); and 50 one-to-one interviews with community members in year five (July 1, 2020 – June 30, 2021) using a format to be provided by Alcohol & Drug Abuse Division (ADAD).

2. GRANTEE will implement the youth Positive Community Norms (PCN) student survey for all students in grades seven through twelve (7-12) in the Hinckley-Finlayson ISD #2165 and the East Central ISD #2580 in grant years 1, 3 and 5, date of administration to be agreed upon by the grantee and ADAD, and at approximately at the same month and day each year.
3. GRANTEE will assess how often students are seeing a Positive Community Norms (PCN) message through use of a protocol and format provided by The Montana Institute (TMI) for this purpose.
4. GRANTEE will work with the Montana Institute, LLC to conduct a parent PCN Survey in year two (2), between July 1, 2017 and June 30, 2018.
 - a. GRANTEE will conduct a pre-survey awareness campaign for the Parent Survey within the Hinckley-Finlayson ISD #2165 and the East Central ISD #2580, in order that parents will be informed and willing to complete the survey.
 - b. GRANTEE will provide one thousand (1000) sheets of letterhead, one thousand (1000) envelopes and one thousand (1000) incentives, and provide information about the geographic area defined as the community to Montana Institute, LLC in order to provide for an appropriate sample to be surveyed.
 - c. The incentive is to be a \$5-\$10 (non-cash) incentive from a local establishment that cannot be used to purchase alcohol, tobacco, or any form of gambling. The incentive will include an expiration date and the grant will only pay for those redeemed by that date.
 - d. GRANTEE will present the results of the Parent Survey to the community coalition by June 30, 2018 and to other interested community members ongoing throughout the length of the grant contract.
5. GRANTEE will conduct a coalition survey with all coalition members in years 2, 3, 4 & 5 and present the results back to the coalition. Survey to be provided by ADAD.

6. GRANTEE will work with the Montana Institute, LLC to conduct a Community PCN Survey in year four (4) between September 1, 2019 and June 30, 2020.
 - a. GRANTEE will conduct a pre-survey awareness campaign about the Community Survey within the Hinckley-Finlayson ISD #2165 and the East Central ISD #2580, in order that residents will be informed and willing to complete the survey.
 - b. GRANTEE will provide one thousand (1000) sheets of letterhead, one thousand (1000) envelopes and one thousand (1000) incentives, and provide information about the geographic area defined as the community to Montana Institute, LLC in order to provide for an appropriate sample to be surveyed.
 - c. The incentive is to be a \$5-\$10 (non-cash) incentive from a local establishment that cannot be used to purchase alcohol, tobacco, or any form of gambling. The incentive will include an expiration date and the grant will only pay for those redeemed by that date
 - d. GRANTEE will present the results of the Community Survey to the community coalition and other interested community members by June 30, 2020 and ongoing throughout the length of the grant contract.
7. GRANTEE will complete a Community Needs Assessment by March 31, 2017, the format to be provided by ADAD.
8. GRANTEE, in collaboration with the coalition, will annually review and update the Community Needs Assessment data.
- B. GRANTEE will mobilize and build the community's capacity to reduce youth alcohol, tobacco and other drug (ATOD) access and use within the Hinckley-Finlayson ISD #2165 and the East Central ISD #2580 in Pine County, MN.
 1. GRANTEE will have their fiscal person and the person who will oversee the P&I Coordinator attend a New Grantee Orientation in St. Paul, Minnesota July 15, 2016.
 2. By August 15, 2016, GRANTEE will hire one full-time employee to be the community's ATOD Prevention Planning & Implementation (P&I) coordinator and contact person for this grant.

- a. GRANTEE will provide the P&I Coordinator an annual salary of \$45,000 in year one. A salary increase of 2.5% will be given the P&I Coordinator after one year and each year thereafter unless other arrangements are approved by ADAD. GRANTEE will provide benefits for the P&I Coordinator, similar to benefits provided other employees.
 - b. GRANTEE will receive approval by ADAD's grant consultant of the position description to be used prior to placing an ad for the position.
 - c. GRANTEE will involve ADAD grant consultant in the selection of interview questions for candidates.
 - d. GRANTEE will include ADAD grant consultant in the selection and interviews of applicants and must receive final approval from ADAD grant consultant before an applicant can be hired.
3. GRANTEE will ensure that the P&I Coordinator is provided with a laptop computer, projector, MS Office Word, Excel, PowerPoint, software to convert files to pdf and back again, and all other supplies and equipment as directed by ADAD.
 4. GRANTEE will ensure that the P&I Coordinator is provided with office space within the Hinckley-Finlayson and the East Central High Schools.
 5. GRANTEE will sub-contract with someone to provide part-time support for the P&I Coordinator. The P&I Coordinator must be involved in the selection of the support person and have the final approval over who is selected.
 6. GRANTEE will sub-contract with a media consultant no later than Sept. 30, 2017. See Appendix E of the Request for Proposals for organizations to "Utilize a collective impact model to implement comprehensive, integrated, evidence-based prevention programs & strategies in local communities to reduce youth alcohol use through community-based Planning & Implementation (P&I) grants" for a Sample Media Consultant Contract and Work Plan. The Media Consultant will attend the biannual MN PCN Trainings.
 7. GRANTEE will purchase by October 15, 2016, the books listed in Appendix P of the Request for Proposals for organizations to "Utilize a collective impact model to implement comprehensive, integrated, evidence-based prevention programs & strategies in local communities to reduce youth alcohol use through community-based Planning & Implementation (P&I) grants" for the P&I Coordinator to read. These books will also be made available to anyone in the coalition who would like to read them.

8. GRANTEE will purchase a Turning Point Student Response system for use by the P&I Coordinator throughout the grant contract. At the end of the grant contract, the system will be donated to either the community coalition, or the school that conducted the PCN Student survey during the grant contract.
9. GRANTEE will obtain membership in the Community Anti-Drug Coalitions of America (CADCA) by October 15, 2016 and continue the membership through June 30, 2021.
10. GRANTEE will have the P&I coordinator participate in four (4), two-day P&I meetings in St. Paul, MN in grant contract year 1, in order for P&I coordinators to learn the five steps of the Strategic Prevention Process: Assessment, Capacity Building, Planning, Implementation and Evaluation with a continued focus on high need populations and sustainability. These four meetings will be held in Sept. 2016, Nov. 2016, Feb. 2017 and April 2017.
11. GRANTEE will have the P&I coordinator participate in two (2), two-day P&I meetings in St. Paul, MN in grant contract years 2, 3, 4 & 5 in order for P&I coordinators to network and discuss coalition, programmatic, and/or strategic concerns and successes.
12. GRANTEE will form and/or enhance a community-based coalition to oversee ATOD prevention activities within the Hinckley-Finlayson ISD #2165 and the East Central ISD #2580.
 - a. The ATOD community coalition will include Hinckley-Finlayson and East Central school district community members from each of the following fourteen (14) sectors by June 30, 2017. Each member will officially represent only one sector and will be part of that sector within the geographic area the coalition represents.
 - i. An adult who has a child in the school district represented by the coalition and also owns a hardware store in the next suburb or town over that is not within the area represented by the coalition may represent the 'parents' sector but could not represent the 'business community' sector.
 - ii. Likewise a person who is a parent, owns a business within the community represented by the coalition and is also a member of the "Elks" club, must choose which of these three sectors (parents, Business community, Spiritual or fraternal organizations) they will represent at coalition

meetings, they cannot represent all three.

SECTORS:

- 1) Youth
- 2) Parents
- 3) Business
- 4) Media
- 5) Schools
- 6) Youth-serving Organizations
- 7) Law Enforcement
- 8) Justice/Corrections
- 9) Spiritual or Fraternal Organizations
- 10) Civic and Volunteer Groups
- 11) Healthcare Professionals
- 12) State/Local/Tribal Government Agency with Experience in Substance Abuse),
- 13) Other Organizations Involved in Reducing Abuse.
- 14) Underserved groups

- b. GRANTEE will assess coalition membership semi-annually, at a minimum, to ensure proper sector and community member representation and appropriate expertise.
- c. The P&I Coordinator will attend the coalition meetings but will not run the meetings or be the coalition chair.
- d. The ATOD community coalition will have written by-laws, a mission and vision statement that has been approved by their ADAD grant consultant by December 31, 2016 and will review, and update if needed, annually after the first year.
- e. If the coalition does not currently have a logo, GRANTEE will work with the coalition to develop a coalition logo by December 31, 2016 to be used on coalition publicity and materials through June 30, 2021.
- f. GRANTEE will purchase stationary and envelopes by January 15, 2017 with the coalition logo for use by the coalition through June 30, 2021.
- g. The ATOD community coalition will meet monthly throughout the length of the grant contract which is July 1, 2016 through June 30, 2021 to identify and assess the scope of substance abuse and related problems within the Hinckley-Finlayson ISD #2165 and the East Central ISD #2580, to analyze why these problems exist in these communities, and to select and act upon the

issue(s) the coalition has the capacity and consensus among the members to address. While GRANTEE will not provide a meal for coalition members at these meetings, light refreshment may be provided by GRANTEE.

- h. GRANTEE will develop and disseminate a coalition brochure to include the coalition's vision and mission statement, when and where the coalition meets and who to contact if interested in attending a meeting, joining the coalition, volunteering or just for more information in general about the coalition by January 31, 2017. This brochure will be sent to ADAD for approval prior to being printed and reviewed annually for needed updates.
 - i. GRANTEE will develop materials to bring new stakeholders and coalition members up to speed, i.e., coalition website, prevention materials, coalition brochure, orientation manuals, etc., by January 31, 2017. All such materials to be submitted to the ADAD grant consultant for approval prior to their being used.
 - j. GRANTEE will have the P&I coordinator meet in-person with each new coalition member to inform and educate them about the mission and vision of the coalition and how their participation might benefit the community.
10. GRANTEE will submit a Monthly Reflections & Coalition Report to ADAD within ten (10) days of the end of each month. ADAD will supply each grantee with the format for this monthly report.
11. GRANTEE will provide, at least two (2) days of training for coalition members in year one (1) and at least one day of training for coalition members in years two, three, four, and five (2-5), on such topics as cultural competency, sustainability, capacity building, Strategic planning, environmental strategies, etc. These may be two (2) full day trainings, four (4) half day trainings or eight (8) 1.5-2 hour trainings. Some of the training time may also be provided in smaller sections within a coalition meeting. The content and/or focus of each training must be approved by your ADAD grant consultant. The Regional Prevention Coordinator for your region can assist with or provide these trainings. To be counted as a training for this purpose at least 5 coalition members must attend the training.
12. GRANTEE will assist in facilitating a community meeting on Positive Community Norms with Jeff Linkenbach, to be held by April 30, 2017.
13. GRANTEE will connect with the local public health agency within the first six (6) months and annually thereafter to share information about each other's efforts.

14. Each year GRANTEE will meet individually with community leaders to share information and foster the development of prevention champions.
15. GRANTEE will develop and disseminate an annual coalition report to community members and stakeholders. The annual reports will be sent to ADAD for approval by the grant consultant before being disseminated.
16. GRANTEE will recruit, train, and retain volunteers for various positions related to the coalition as well as provide ongoing recognition of volunteers, both verbally and concretely, ongoing throughout the length of the grant contract.
17. GRANTEE will have at least three (3) community members, one of whom is the P&I coordinator, attend Substance Abuse Prevention Skills Training (SAPST) and become certified as a level one Prevention Professional (CPP) by June 30, 2018 and keep their certification up-to-date through June 30, 2021.
18. GRANTEE will have the P&I Coordinator and at least three (3) other community members attend two (2), three-day Positive Community Norms (PCN) Trainings by June 30, 2017.
19. GRANTEE will have the P&I Coordinator and at least three (3) other community member attend two (2), two-day PCN trainings in each of grant years two through five (2-5).
20. GRANTEE will have the P&I Coordinator and one (1) additional coalition member attend the CADCA annual Mid-Year Conference in Years 2-4. ADAD grant consultant will have final approval on who the 'additional coalition member' will be who attends.
21. GRANTEE will have the P&I Coordinator and one (1) additional coalition member attend the CADCA annual Mid-Year Conference or another out-of-state ATOD Prevention Conference approved by their ADAD Grant Consultant in Year 5. ADAD grant consultant will have final approval on who the 'additional coalition member' will be who attends.
22. GRANTEE will have the P&I Coordinator and two (2) additional coalition members attend the Montana Summer Institute in year 2 (July 1, 2017 – June 30, 2018).

23. GRANTEE will have the P&I Coordinator and one (1) additional coalition member attend the Montana Summer Institute in each of years 3-5. The additional coalition member will be a 'different' person each year.
24. GRANTEE will have at least three (3) community members, one of whom is the P&I coordinator; attend both days of the Program Sharing Prevention Conference each grant year (1-5).
25. GRANTEE will have the P&I Coordinator and other community members attend the annual Region 4 ATOD Prevention Training, which is a one day training hosted within Minnesota's East Central prevention region each year.
26. GRANTEE will either submit an application to do a breakout session or a display table for the Program Sharing Conference in grant contract years two, three, four, and five (2-5).
27. GRANTEE will provide the Alcohol & Drug Abuse Division with a letter of Agreement from each school superintendent and principal of districts and schools implementing a Center for Substance Abuse Prevention (CSAP) evidence-based program funded by this grant contract by June 30, 2017. This letter must indicate their commitment to participate in the programs specified in this grant contract. ADAD will supply the format for this letter of agreement.
28. GRANTEE will provide training for teachers on implementing with fidelity the CSAP evidence-based program selected by the school district for 6th grade students by November 30, 2017.
29. GRANTEE will provide training for teachers on implementing with fidelity the CSAP evidence-based program selected by the school district for 7th grade students by November 30, 2017.
30. GRANTEE will provide training for teachers on implementing with fidelity the CSAP evidence-based program selected by the school district for 8th grade students by November 30, 2017.
31. GRANTEE will provide training for teachers on implementing Class Action, or another evidence-based program for high school youth that has been approved by the ADAD grant consultant, with fidelity by November 30, 2017.

32. GRANTEE will have the P&I Coordinator attend all trainings for evidence-based programs implemented by the grant contract.
- C. GRANTEE, in collaboration with the community coalition, will develop a Strategic Plan for the reduction of youth alcohol, tobacco and other drug (ATOD) access and use in the Hinckley-Finlayson ISD #2165 and the East Central ISD #2580 in Pine County, MN.
1. GRANTEE will analyze the assessment data gathered in year one to depict the nature and extent of youth alcohol use in the community. Based on this data, GRANTEE will select a subset of modifiable risk and protective factors as the focus of the coalition's environmental prevention strategies for years two through five (2-5). GRANTEE will submit for approval to ADAD a written strategic plan by June 30, 2017. Format to be supplied by ADAD. This plan will include the following information:
 - a. A problem statement which explains what the problem is, why it is a problem, why it is a problem in this community,
 - b. Strategies, activities to be implemented with a budget and budget justification for each.
 - c. Expected outcomes (short-term, intermediate, and long-term), and
 - d. The person or people responsible for each activity.
 2. GRANTEE will not start work nor use any of the 'coalition directed activities' funds in the budget for year 2, 3, 4 & 5 until the work plan and budget for their use has been approved by the DHS-ADAD grant consultant. The approved work plan and budget will become effective as Attachment A to this grant contract by August 31, 2017.
 3. GRANTEE will annually re-assess and update their Strategic Plan and send suggested changes to ADAD for approval by June 30th of year 2, 3, & 4.
 4. If GRANTEE wants to work toward the reduction of any drug in addition to alcohol, they will send their request to do so, including data to support this need in their community, to ADAD by June 30, 2018.
 5. GRANTEE will submit a Sustainability Plan with their Year-End Program Report in year 2 and again in the Year-End Program Report for years 3, 4 and 5.

- D. GRANTEE, in collaboration with the community coalition, will implement a comprehensive community-based prevention plan, which will include evidence-based programs and environmental strategies, to reduce youth alcohol, tobacco and other drug (ATOD) access and use within the Hinckley-Finlayson ISD #2165 and the East Central ISD #2580 in Pine County, MN.
1. GRANTEE will begin implementing their strategic plan, developed during year one for reducing youth ATOD use, as soon they have received ADAD's written approval for the plan.
 2. Each year GRANTEE will educate policymakers, program providers, coalition members and others within the community about effective prevention strategies as a part of changing cultural and social norms toward less acceptance of alcohol and other drug use by youth, and inappropriate alcohol use by adults.
 3. GRANTEE will report annually to the Hinckley and Sandstone City Councils, the Pine County Board of Commissioners, and the Hinckley-Finlayson and the East Central School Boards on the strategies being implemented in their respective school districts.
 4. GRANTEE will develop and maintain positive relationships with media as part of a planned public relations campaign to publicize coalition strategies and or programs and successes within the community and change public norms about ATOD use by youth and adults.
 5. GRANTEE will work with local newspapers, radio stations, and other forms of media to educate community members on positive community ATOD norms within the Hinckley-Finlayson ISD #2165 and the East Central ISD #2580 school districts, to include sending Public Service Announcements (PSA's) about Positive Community Norms and other programs and strategies being implemented to local newspapers and radio stations. All media, in any format, will be sent to the ADAD grant consultant for approval prior to being used.
 6. GRANTEE will provide at least two Community gatherings per grant contract year addressing ATOD prevention youth issues, such as: parental supervision, results of the MN Student Survey, Positive Community Norms, etc., one for the Hinckley-Finlayson school district and one for the East Central school district.
 7. Each year GRANTEE will work with law enforcement, probation, and judicial systems on their response to underage drinking and adult providers of alcohol to underage youth. This will include working to implement and enforce a Social Host Ordinance for the towns within the Hinckley-Finlayson and Sandstone ISDs

and for Pine County as a whole, if one has not yet been implemented or is not currently being enforced.

8. GRANTEE will work with other P&I grantees, Regional Prevention Coordinators and ADAD to hold an annual Statewide Youth Leadership Academy (YLA) for youth from the P&I ATOD Prevention Youth Groups at a central location within MN. One such academy to be held each grant contract year. YLA in year one will be held in the spring of 2017 and in the fall of the remaining grant years (2-5).
9. GRANTEE will work with an existing youth group or form a new youth group that will meet at least twice a month. There will be one youth group per ISD for middle school/junior high students and one such youth group for high school students that are open for any student to join.
 - a. The youth group will help with the community assessment, community mobilization, strategic planning, program implementation and evaluation.
 - b. The P&I Coordinator will work closely with the youth groups, attending some of their meetings and working with the adult youth group leaders, but will not be the Youth Group Leader.
 - c. The youth group will hold an ATOD-free event for seven through twelve (7-12) grade youth in year one that will include prevention messages. If funding permits and the coalition agrees this may be changed to two (2) ATOD-free events, one for younger students and one for the older students. The focus, format, and all media and messages for the event must be approved by the ADAD grant consultant prior to funds being spent.
 - d. Eight to ten youth group members from each ISD will attend the annual Statewide Youth Leadership Academy.
 - e. The youth group will receive training on doing a Photo Voice Project during YLA in grant year one (July 1, 2016 – June 30, 2017). The youth PhotoVoice Project will involve youth taking photos of things within their community that they perceive contribute to youth alcohol use and things that they perceive help prevent youth alcohol use. These photos will then be enlarged and displayed to the community to encourage the community to take action on some of the things that currently contribute to youth alcohol use.
 - f. The youth group will work on an environmental strategy identified through their Photos to help prevent youth alcohol use in year 2, year 3, year 4 and year 5. Each grant contract year the GRANTEE will send a description of the ATOD prevention environmental activity the youth group elects to undertake

to the ADAD grant consultant and receive written approval from ADAD before expending grant contract funds on the activity.

- g. GRANTEE will train ten youth group members and two adults in IMPROV each year, starting with grant year two (July 1, 2017 – June 30, 2018). This is a 3-day, 2-night training, usually held in northern MN. In grants years 3 & 4 this can take the form of advanced training for the same youth trained in a previous year or as an initial training for new youth.
 - h. GRANTEE's staff will obtain permission slips from parents or guardians to allow the youth to participate in field trips including the Youth Leadership Academy. GRANTEE's staff will make the permission slips available for inspection, as requested, by ADAD staff.
10. GRANTEE will develop a Positive Community Norms (PCN) Campaign for the East Central and Hinckley-Finlayson school districts by implementing steps one through seven 1-7 as outlined in the "7 Step Positive Community Norms Communications Model" developed by Dr. Jeff Linkenbach, training and technical assistance (TA) will be provided by Montana Institute, LLC.
- a. GRANTEE will not spend any of the funds in their budget allocated for Positive Community Norms Materials & Methods listed within the "Program" line item of their budget until their Positive Community Norms Communication Plan has been approved by the ADAD grant consultant or the specific expenditure has been approved.
 - b. The focus of the PCN Campaign will be on youth alcohol use during year one.
 - c. The continued focus of the PCN Campaign may be opened up to include an additional drug if the GRANTEE can show this is warranted based on data from the annual PCN student survey and receive approval from ADAD.
11. GRANTEE agrees to use the Science of the Positive framework for all it's messaging within the East Central and Hinckley-Finlayson school districts and to meet with and work with other key players within the East Central and Hinckley-Finlayson school districts to get their buy-in to use this framework in their messaging.
12. GRANTEE agrees to send all media and messages to the ADAD grant consultant for approval prior to being used regardless of the format (e.g., radio, TV, theater, PowerPoint, video, posters, newsletters, banners, newspaper ads, PSA/s, etc.).

13. GRANTEE will provide responsible beverage server training and reinforcement for meeting the letter of the law to establishments selling alcohol in the East Central and Hinckley-Finlayson school districts at least once in year one and at least twice a year thereafter.
 14. GRANTEE will work with their local law enforcement to have alcohol compliance checks conducted at all establishments that serve alcohol within the East Central and Hinckley-Finlayson school districts at least once during each grant year (1-5).
 - a. GRANTEE will meet with law enforcement and schedule alcohol compliance checks in the East Central and Hinckley-Finlayson school districts.
 - b. GRANTEE will ensure youth are trained to assist with compliance checks.
 15. GRANTEE will send a media advisory to newspaper and radio stations publicizing businesses that passed compliance checks and send letters of recognition following each round of compliance checks to businesses that did not sell alcohol to minors.
 16. GRANTEE will provide CSAP evidence-based programs shown to reduce youth alcohol use in the East Central and Hinckley-Finlayson school districts by the 2nd year of the grant (July 1, 2017-June 30, 2018).
 - a. GRANTEE will work with each school (administration and teachers) to determine a mutually agreeable program for use in 6th grade, 7th grade, 8th grade and at least two grades in High School (or with half the High School students) by April 30, 2017.
 - b. GRANTEE will implement the selected and approved prevention programs in each grade (6th, 7th, 8th and two grades of High School) during grant years 2, 3 4 and 5.
 17. GRANTEE will send to their ADAD grant consultant the specific plans for using funds from the amount in the budget for "Coalition Activities," under line item "Program Costs," and receive written approval from ADAD prior to spending these funds.
- E. GRANTEE will conduct both a process and outcome evaluation of the grant programs and strategies to reduce youth alcohol, tobacco and other drug (ATOD) access and use within the East Central and Hinckley-Finlayson school districts in Pine County, MN in order to sustain, improve or replace the grant's programs and strategies.

1. GRANTEE will collaborate with evaluators provided by the State to document progress and outcomes, and incorporate findings in order to refine and improve program effectiveness.
 2. GRANTEE will have the P&I coordinator attend a one-day training to be held in St. Paul, MN on the Prevention Data Collection System by November 30, 2016.
 3. GRANTEE will maintain fidelity as defined by program developers. If any deviations from the developer's guidelines are made during the implementation of a CSAP evidence-based Program, the proposed changes will be sent to the ADAD grant consultant and ADAD evaluation consultant for approval.
- F. GRANTEE will provide the State with up to five (5) days each fiscal year to participate in site visits or attend other meetings on request.
- G. GRANTEE is required to provide employees with continuing education in order to improve the program's activities and services.
- H. GRANTEE will participate in the Prevention data collection system, which includes entering data on services performed each month.
- I. GRANTEE will participate in the data collection system including forms developed and approved by the Alcohol & Drug Abuse Division, Evaluation Coordinator which measures process and client outcomes. GRANTEE will, upon request, submit the data collected to assess process and outcomes.
- J. To comply with the provisions of grant clause XI. State Audits, GRANTEE will provide the Alcohol & Drug Abuse Division with a copy of all signed sub-contracts for services funded under this grant contract.
- K. GRANTEE will immediately notify the Alcohol and Drug Abuse Division in writing of any program staff changes, including a position description and resume for newly hired staff, and a plan for the continuance of the duties outlined in the grant contract.

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

(a.) Compensation shall be consistent with the Program Line Item Budget, as follows:

July 01, 2016 – June 30, 2017 (SFY 2017 year 1)	
Salaries	\$50,000
Fringe Benefits	19,250
Contracted Services	40,000
Space Costs	3,000

Equipment	10,500
Bonds & Insurance	0
Copying	1,500
Data Processing	0
Communications	2,820
Instate Travel	14,761
Out-of-State	13,000
Program Costs	60,760
Audit	0
Staff Development	300
Indirect Costs	0
Total	\$215,891

July 01, 2017 – June 30, 2018 (SFY 2018 year 2)

Salaries	\$51,175
Fringe Benefits	19,752
Contracted Services	34,750
Space Costs	3,000
Equipment	0
Bonds & Insurance	0
Copying	1,500
Data Processing	0
Communications	2,220
Instate Travel	13,650
Out-of-State	15,769
Program Costs	75,490
Audit	0
Staff Development	600
Indirect Costs	0
Total	\$217,906

July 01, 2018 – June 30, 2019 (SFY 2019 year 3)

Salaries	\$52,379
Fringe Benefits	20,245
Contracted Services	35,006
Space Costs	3,000
Equipment	2,000
Bonds & Insurance	0
Copying	1,500
Data Processing	0
Communications	2,820
Instate Travel	11,500
Out-of-State	14,690
Program Costs	75,302
Audit	0
Staff Development	400
Indirect Costs	0
Total	\$218,842

July 01, 2019 – June 30, 2020 (SFY 2020 year 4)

Salaries	\$53,614
Fringe Benefits	20,752
Contracted Services	35,269
Space Costs	3,000
Equipment	1,000
Bonds & Insurance	0
Copying	1,500
Data Processing	0
Communications	2,220
Instate Travel	11,236
Out-of-State	14,692
Program Costs	72,640
Audit	0
Staff Development	600
Indirect Costs	0
Total	\$216,523

July 01, 2020 – June 30, 2021 (SFY 2021 year 5)

Salaries	\$54,879
Fringe Benefits	21,270
Contracted Services	35,538
Space Costs	3,000
Equipment	2,000
Bonds & Insurance	0
Copying	1,500
Data Processing	0
Communications	2,220
Instate Travel	10,967
Out-of-State	4,126
Program Costs	81,826
Audit	0
Staff Development	400
Indirect Costs	0
Total	\$217,726

(b.) Any overrun on Salaries and Fringe line items requires prior approval from the State. GRANTEES may adjust budget items, other than the Salaries and Fringe line items, without prior approval unless the change will increase the line by more than 10%. Any line item increase exceeding 10% requires submission of a completed Budget Revision Form and letter of justification. Notwithstanding Clause 9 of this Grant Contract, revisions can be done on the Budget Revision Form, which is available on the Alcohol & Drug Abuse website. **BUDGET REVISIONS are to be submitted no later than six (6) weeks before the end of the relevant budget period.** AMENDMENTS are required to add a budget line item, extend the end date, and increase the total grant award, pursuant to Clause 9 of this Grant. Amendment requests are to be submitted as early as possible but **no later than eight (8) weeks before the end of the current contract budget year.**

(c.) Reimbursement. Reimbursement for travel and subsistence expenses actually and necessarily incurred by GRANTEE'S performance of this grant contract shall be no greater amount than provided in the current Commissioner's Plan (which is incorporated by reference) promulgated by the Commissioner of Minnesota Management and Budget. GRANTEE shall not be reimbursed for travel and subsistence expense incurred outside the State of Minnesota unless it has received prior written approval for such out of state travel from the STATE.

(d.) Total obligation. The total obligation of the STATE for all compensation and reimbursements to GRANTEE shall not exceed one million eighty-six thousand eight hundred eighty-eight dollars (\$1,086,888).

(e.) For compensation payable under this grant contract, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by the State as required.

2.2. Terms of Payment

(a.) GRANTEE will not receive an advance for the STATE first State fiscal year of 7/1/2016 – 6/30/2017 (SFY 2017). Reimbursement will be quarterly cost reimbursement based on the previous quarter's expenses as documented by receipts, invoices, travel vouchers, and time sheets not to exceed ninety percent 90% of the fiscal year award at the end of Quarter 3. The final reimbursement will be paid upon approval of the final yearly reports. Funds will be reconciled at the end of the State fiscal year (June 30, 2017). If actual expenditures of the GRANTEE are less than provided in the cash advance, if any, and any subsequent payments, the GRANTEE will remit excess funds to the STATE no later than July 31, 2017. If GRANTEE anticipates excessive expenses in a quarter, GRANTEE may request monthly reimbursement for that quarter using the budget revision form. The monthly reimbursement must be approved by State's authorized representative and Grantee's representative.

(b.) Reimbursement for subsequent fiscal years will not be issued until the current Required Statement documentation, as listed in Section VI G. of the December 21, 2015 Request for Proposals for a Qualified Grantee to utilize a collective impact model to implement comprehensive integrated, evidence-based prevention programs & strategies in local communities to reduce youth alcohol use through community-based Planning & Implementation (P&I) grants, and any program reports required by this contract. If the required documentation is not received and accepted prior to the date the first-quarter reports for each subsequent fiscal year are due, the GRANTEE will not receive the advance and will be reimbursed based solely on quarterly invoices submitted. Reimbursement on this grant may be withheld at STATE's option, if the required documentation is not received and accepted or if GRANTEE leaves outstanding any final documentation or program reports from previous grants. This condition will not be waived even if Grantee has forfeited final payment due to unsatisfactory work product or failure to submit a timely invoice/Fiscal Report.

(c.) GRANTEE will not receive an advance for the second STATE fiscal year of 7/1/2017 – 6/30/2018 (SFY 2018). After reconciliation of the previous State fiscal year funds, reimbursement will be quarterly cost reimbursement based on the previous quarter's expenses as documented by receipts, invoices, travel vouchers, and time sheets not to exceed ninety percent 90% of the fiscal year award at the end of Quarter 3, and in the same manner as in Clause II.B.(b). Funds will be reconciled at the end of the State fiscal year (June 30, 2018). If actual expenditures of the GRANTEE are less than provided in the cash

advance, if any, and any subsequent payments, the GRANTEE will remit excess funds to the STATE no later than July 31, 2018.

(d.) GRANTEE will not receive an advance for the third fiscal year cash for the STATE fiscal year of 7/1/2018 – 6/30/2019 (SFY 2019). After reconciliation of the previous State fiscal year funds, reimbursement will be quarterly cost reimbursement based on the previous quarter's expenses as documented by receipts, invoices, travel vouchers, and time sheets not to exceed ninety percent 90% of the fiscal year award at the end of Quarter 3, and in the same manner as in Clause II.B.(b). Funds will be reconciled at the end of the State fiscal year (June 30, 2019). If actual expenditures of the GRANTEE are less than provided in the cash advance, if any, and any subsequent payments, the GRANTEE will remit excess funds to the STATE no later than July 31, 2019.

(e.) GRANTEE will not receive an advance for the fourth fiscal year cash advance for the STATE fiscal year of 7/1/2019 – 6/30/2020 (SFY 2020). After reconciliation of the previous State fiscal year funds, reimbursement will be quarterly cost reimbursement based on the previous quarter's expenses as documented by receipts, invoices, travel vouchers, and time sheets not to exceed ninety percent 90% of the fiscal year award at the end of Quarter 3, and in the same manner as in Clause II.B.(b). Funds will be reconciled at the end of the State fiscal year (June 30, 2020). If actual expenditures of the GRANTEE are less than provided in the cash advance, if any, and any subsequent payments, the GRANTEE will remit excess funds to the STATE no later than July 31, 2020.

(f.) GRANTEE will not receive an advance for the fifth fiscal year cash advance for the STATE fiscal year of 7/1/2021 – 6/30/2021 (SFY 2021). After reconciliation of the previous State fiscal year funds, reimbursement will be quarterly cost reimbursement based on the previous quarter's expenses as documented by receipts, invoices, travel vouchers, and time sheets not to exceed ninety percent 90% of the fiscal year award at the end of Quarter 3, and in the same manner as in Clause II.B.(b). Funds will be reconciled at the end of the State fiscal year (June 30, 2021). If actual expenditures of the GRANTEE are less than provided in the approved program line item budget at the end of the grant's term, the STATE will reduce the final payment so as not to exceed expenditures.

(g.) Please document the need for the Advance given to the GRANTEE: Grantee does not require an advance.

(h.) Payments shall be made by the STATE promptly after GRANTEE'S presentation of invoices for services performed and acceptance of such services by the STATE'S authorized agent pursuant to Clause 7. Invoices shall be submitted in a form prescribed by the STATE and according to the following schedule:

<u>Invoice Due By</u>	<u>for Service Period</u>
10/15/2016	07/1/2016-09/30/2016
01/15/2017	10/1/2016-12/31/2016
04/15/2017	01/1/2017-03/31/2017
07/15/2017	04/1/2017-06/30/2017
10/15/2017	07/1/2017-09/30/2017
01/15/2018	10/1/2017-12/31/2017
04/15/2018	01/1/2018-03/31/2018

07/15/2018	04/1/2018-06/30/2018
10/15/2018	07/1/2018-09/30/2018
01/15/2019	10/1/2018-12/31/2018
04/15/2019	01/1/2019-03/31/2019
07/15/2019	04/1/2019-06/30/2019
10/15/2019	07/1/2019-09/30/2019
01/15/2020	10/1/2019-12/31/2019
04/15/2020	01/1/2020-03/31/2020
07/15/2020	04/1/2020-06/30/2020
10/15/2020	07/1/2020-09/30/2020
01/15/2021	10/1/2020-12/31/2020
04/15/2021	01/1/2021-03/31/2021
07/15/2021	04/1/2021-06/30/2021

(i.) Using forms prescribed by the State and according to the following schedule, the GRANTEE will provide the State with the following reports:

-Fiscal Reports, which will detail expenditures from each line item of the grant contract budget for the previous quarter's expenditures, due the 15th day of the month after the end of each quarter. Fourth quarter Fiscal Reports must be submitted no later than July 31st for each budget year of the grant contract to ensure full payment.

-A Mid-Year Program Report, which details the progress made toward fulfilling the grant contract work statement goals, objectives and tasks from July 1 through December 31 of each fiscal year, due January 15th of each budget year of the grant contract.

-A Year-End Program Report, which details the progress made toward fulfilling the grant contract work statement goals, objectives and tasks during each 12 month state fiscal year due June 30th of each budget year of the grant contract.

-A Year-End Evaluation Report, which details the outcomes achieved during the previous state fiscal year, due August 31st at the end of year one, year two, year three, and year four.

-A Final Program Evaluation Report, which details the outcomes achieved during the entire five-year grant contract period (July 1, 2016 through June 30, 2021), due June 30, 2021.

Failure to submit required reports may result in recoupment being denied, future payments being withheld, and payment reimbursement in accordance with Clause 2. Consideration and Terms of Payment paragraph 4.

(j.) Payments are to be made from federal funds obtained by the STATE through Title XIX, Part B, Subparts II and III, B, Title XIX of the Public Health Service Act (enacted 7/1/1944) and 45 CFR Part 96 (and amendments thereto) Catalog of Federal Domestic Assistance (CFDA) No. 93.959 federal award name and number Department of Health and Human Services Substance Abuse and Mental Health Services Administration (SAMHSA) Block Grants for Prevention and Treatment of Substance Abuse-

Substance Abuse Block Grant-SABG Award Grant number 2B08TIO10027-15, signed 4/17/2015. If at any time such funds become unavailable, this grant shall be terminated immediately upon written notice of such fact by the STATE to the GRANTEE. In the event of such termination, GRANTEE shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

(k.) GRANTEE's Data Universal Numbering System (DUNS) number is 034539353. The Data Universal Numbering System (DUNS) number is the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities.

3. CONDITIONS OF PAYMENT. All services provided by GRANTEE 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. GRANTEE 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.

4. PAYMENT RECOUPMENT. The GRANTEE 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 GRANTEE'S books, records or other documents are not sufficient to clearly substantiate that those amounts were used by the GRANTEE to perform grant services.

5. TERMS OF CONTRACT. This grant shall be effective on July 1, 2016, 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, 2021, or until all obligations set forth in this grant contract have been satisfactorily fulfilled, whichever occurs first. GRANTEE understands that NO work should begin under this grant contract until ALL required signatures have been obtained, and GRANTEE is notified to begin work by the STATE'S Authorized Representative. The GRANTEE 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 GRANTEE at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, GRANTEE 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 GRANTEE has breached a material term of the grant contract, or when GRANTEE'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 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 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 GRANTEE 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 GRANTEE, STATE shall provide GRANTEE written notice of the breach and ten (10) days to cure the breach. If GRANTEE does not cure the breach within the time allowed, GRANTEE will be in default of this grant contract and STATE may cancel the grant contract immediately thereafter. If GRANTEE has breached a material term of this grant contract and cure is not possible, STATE may immediately terminate this grant contract.

7. AUTHORIZED REPRESENTATIVES, RESPONSIBLE AUTHORITY, and PROJECT MANAGER.

7.1. State. The STATE'S authorized representative for the purposes of administration of this grant contract is Brian Zirbes, Alcohol & Drug Abuse Deputy Director or his successor. Such representative shall have final authority for acceptance of GRANTEE'S services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 2.2.

7.2. Grantee. The GRANTEE's Authorized Representative is Rebecca Foss, Director, whose phone number is 320-216-4104, or her successor. If the GRANTEE's Authorized Representative changes at any time during this grant contract, the GRANTEE must immediately notify the STATE.

7.3. Project Manager. The STATE'S project manager for this grant contract is Phyllis Bengtson, phone number: 651-431-2476 or her successor.

8. ASSIGNMENT. GRANTEE 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 GRANTEE agrees to be responsible for any and all claims or causes of action arising from the performance of this grant by GRANTEE or GRANTEE'S agents or employees. This clause shall not be construed to bar any legal remedies GRANTEE may have for the STATE'S failure to fulfill its obligations pursuant to this grant.

11. STATE AUDITS. Under Minnesota Statutes, section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of the GRANTEE 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.

- A. It is expressly agreed that STATE will not be disclosing or providing information protected under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, (the "Data Practices Act") as "not public data" on individuals to GRANTEE under this Contract. "Not public data" means any data that is classified as confidential, private, nonpublic, or protected nonpublic by statute, federal law or temporary classification. Minn. Stat. § 13.02, subd. 8a.
- B. It is expressly agreed that GRANTEE will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. § 160.103, on behalf of STATE for a function or activity regulated by 45 C.F.R. 160 or 164. Accordingly, GRANTEE is not a "business associate" of STATE, as defined in HIPAA, 45 C.F.R. § 160.103 as a result of, or in connection with, this grant contract. Therefore, GRANTEE is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this grant contract. If GRANTEE has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this grant contract, GRANTEE will be responsible for its own compliance.

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 GRANTEE, its employees, agents, and subcontractors, either individually or jointly with others in the performance of the grant contract. Works includes "Documents." Documents are the originals of any data bases, 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 GRANTEE, its employees, agents, or subcontractors, in the performance of this grant contract.

Ownership. The STATE owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this grant contract. The Works and Documents will be the exclusive property of the STATE and all such Works and Documents must be immediately returned to the STATE by the GRANTEE upon completion or cancellation of this grant contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." If using STATE data, GRANTEE must cite the data, or make clear by referencing that STATE is the source.

Responsibilities.

Notification. Whenever any Works or Documents (whether or not patentable) are made or conceived for the first time or actually or constructively reduced to practice by the GRANTEE, including its employees and subcontractors, and are created and paid for under this grant contract, the GRANTEE will immediately give the STATE'S Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon. The GRANTEE will assign all right, title, and interest it may have in the Works and the Documents to the STATE.

Filing and recording of ownership interests. The GRANTEE must, at the request of the STATE, execute all papers and perform all other acts necessary to transfer or record the STATE'S ownership interest in the Works and Documents created and paid for under this grant contract. The GRANTEE must perform all acts, and take all steps necessary to ensure that all intellectual property rights in these Works and Documents are the sole property of the STATE, and that neither GRANTEE nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.

Duty not to Infringe on intellectual property rights of others. The GRANTEE represents and warrants that the Works and Documents created and paid for under this grant contract do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 10, the GRANTEE will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the STATE, at the GRANTEE'S expense, from any action or claim brought against the STATE to the extent that it is based on a claim that all or part of these Works or Documents infringe upon the intellectual property rights of others. The GRANTEE will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the GRANTEE'S or the STATE'S opinion is likely to arise, the GRANTEE must, at the STATE'S discretion, either procure for the STATE the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the STATE will be in addition to and not exclusive of other remedies provided by law.

14. AFFIRMATIVE ACTION and NON-DISCRIMINATION

Affirmative Action. GRANTEE 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 GRANTEE 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. GRANTEE agrees to take affirmative steps to employ, advance in employment, upgrade, train, and recruit minority persons, women, and persons with disabilities.

14.2. The GRANTEE 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 GRANTEE 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. GRANTEE 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 GRANTEE 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 GRANTEE's obligation under the law to take affirmative action to employ and advance in employment qualified minority persons, women, and persons with disabilities.

The GRANTEE will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the GRANTEE 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 GRANTEE'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 GRANTEE certifies that it is in compliance with Minnesota Statute, section 176.181, subdivision 2, pertaining to workers' compensation insurance coverage. The GRANTEE'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. GRANTEE certifies that it will comply with Minnesota Statutes, section 201.162 by providing voter registration services for its employees and for the public served by the GRANTEE.

17. OWNERSHIP OF EQUIPMENT. Disposition of all equipment purchased under this grant contract shall be in accordance with title 45, code of federal regulations, part 92. For all equipment having a current per unit fair market value of \$5,000 or more, the STATE shall have the right to require transfer of the equipment (including title) to the Federal Government or to an eligible non-Federal party named by the STATE. This right will normally be exercised by the STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

18. FEDERAL AUDIT REQUIREMENTS AND GRANTEE DEBARMENT

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

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

GRANTEE 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. GRANTEE'S certification is a material representation upon which the grant contract award was based. GRANTEE shall provide immediate written notice to the STATE'S authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

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

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 GRANTEE. No other understanding regarding this grant contract, whether written or oral may be used to bind either party.

22. OTHER PROVISIONS.

22.1. GRANTEE agrees that no religious based counseling shall take place under the auspices of this grant contract.

22.2. If the GRANTEE has an independent audit, a copy of the audit shall be submitted to the STATE.

22.3. Payment to Subcontractors. (If applicable) As required by Minnesota Statutes, section 471.425, the prime GRANTEE must pay all subcontractors, according to the terms of the contract or, if no contract terms apply, within the standard payment period unless the GRANTEE 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.

Remainder of this page intentionally left blank

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and section 16C.05.

By: _____

Date: _____

Grant No: _____

2. GRANTEE

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

By: _____

Title: _____

Date: _____

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

(Attorney for Grantee)

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By (with delegated authority): _____

Title: _____

Date: _____

Distribution:

Agency - Original (fully executed) contract

Grantee

State Authorized Representative



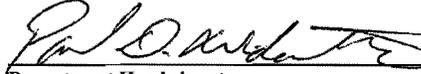
AGENDA REQUEST FORM

Date of Meeting: June 7, 2016

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

Agenda Item: Donations

Department: Sheriff

 Chief Deputy
 Department Head signature

Background information on Item:

Donations were received as follows:
 City of Askov \$750.00
 VFW Post 4258 Pine City \$200.00
 Derek T. Florin \$26.00 (Race for the K9)
 Marlys Mestemacher \$30.00 (Race for the K9)
 Pine County Agricultural Society \$500.00
 Sturgeon Lake Lions Club \$2,500.00
 Rock Creek Pit Stop \$500.00
 Gerld and Terry Lovgren \$25.00

Action Requested:

Acknowledge donations and accept for the Sheriff's K9 program.

Financial Impact:



AGENDA REQUEST FORM

Date of Meeting: June 7, 2016

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

Agenda Item: Williamson promotion to Jail Administrator

Department: Sheriff's Department

Gonnie Mikot - HR Manager
Department Head signature

Background information on Item:

With Rick Boland's upcoming retirement in June 2016, the Personnel Committee gave Sheriff Nelson approval at the May 10, 2016 meeting to look internally at promotional opportunities to Jail Administrator. Sheriff Nelson has selected Rodney Williamson, who is currently a Jail Sergeant and Prison Rape Elimination Act (PREA) Coordinator. Williamson will have been with Pine County 10 years as of October 2016, working his way up from Dispatcher, Corrections Officer, Recreations Coordinator, Jail Sergeant and PREA Coordinator. Williamson previously had 19+ years at Nelson's Market, where he gained extensive experience in business management and staff development. Williamson also has an A.A.S. Degree in Criminal Justice and has consistently demonstrated high leadership qualities in his various roles with Pine County.

Action Requested:

Approve promotion of Rodney Williamson from Jail Sergeant to Jail Administrator (Grade C52) effective June 27, 2016 at an annual salary of \$64,000.

Financial Impact:



AGENDA REQUEST FORM

Date of Meeting: 07 June 2016

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

Agenda Item: Ratify hiring of new Part -Time Corrections Officer

Department: Sheriff/Jail

Department Head signature

Background information on Item:

Ratify backfill of vacant position created by departing Corrections officers.

Action Requested:

Ratify hiring of Timothy Welle as a Part-Time Corrections Officer. Start Date of 08 June 2016, Grade B-23, Step 3, Starting wage of \$17.11.

Financial Impact:

None, Position is in the approved 2016 Staffing plan and budget



AGENDA REQUEST FORM

Date of Meeting: June 7, 2016

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

Agenda Item: Highway Maintenance Worker

Department: Pine County Public Works

Mark A. Sob
Department Head signature

Background information on Item:

Authorize hiring of Chris Matrious, Highway Maintenance Worker, effective June 13, 2016, \$15.23 per hour.

Action Requested:

Approve New Hire

Financial Impact:

Budgeted



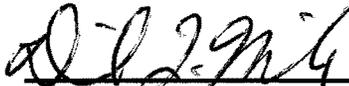
AGENDA REQUEST FORM

Date of Meeting: May 3, 2016

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

Agenda Item: Association of County Administrators Summer Workshop: Bridging the Gap Employee Recruitment & Retention in the 21st Century

Department: Administration



Department Head Signature

Background information on Item:

This 2-day workshop in St. Cloud on July 14 and 15 is designed for county administrators and HR professionals who are interested in learning about the changing workforce and how to attract and retain a quality workforce

Action Requested:

Approve Training for David Minke and Connie Mikrot.

Financial Impact:

Registration: \$100
Hotel: \$200 (est.)
Mileage \$125 (est.)
Total Estimate: \$425. Funds are available in the administrator budget.

BRIDGING THE GAP

MINNESOTA ASSOCIATION OF COUNTY ADMINISTRATORS

EMPLOYEE RECRUITMENT & RETENTION IN THE 21ST CENTURY

MACA SUMMER WORKSHOP / JULY 14 - 15, 2016 / BEST WESTERN PLUS KELLY INN, ST. CLOUD

THURSDAY, JULY 14

12:30 – 1:00 p.m.

Registration

1:00 – 2:30 p.m.

“Managing Multi-Generations: Developing Relationships Based on Understanding & Respect”

Whether you are working in a small county or a large one, you probably recognize the critical need to build bridges with people across multiple generations. In this session, you'll identify differences in values and expectations, recognize biases, and define what's critical to Matures, Baby Boomers, Generation Xers, and Millennials. Practice critical conversations that will engage and influence. From the content to the delivery method, this session is guaranteed to move your leadership capability forward – no matter which generation you hail from.

Session Facilitators: Carol Grannis and Elia Benitez, *Leading Edge Coaches*

2:30 – 2:45 p.m.

Break

2:45 – 5:00 p.m.

“Bridging the Gap: Employee Recruitment & Retention in the 21st Century”

Panel of MACA & MCHRMA members on strategies to recruit and retain employees of different generations.

5:00 – 5:30 p.m.

Break

5:30 – 6:30 p.m.

Networking

6:30 – 8:00 p.m.

Dinner & Presentation:

“Leading Change & Strengthening Intergenerational Leadership”

Presenter: Scott Welle, Founder of *Outperform the Norm*



Agenda continues on next page.



AGENDA REQUEST FORM

Date of Meeting: June 7, 2016

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

Agenda Item: Plat Book Fee Public Hearing

Department: Land Services



Department Head signature

Background information on Item:

The last Pine County plat book was produced by the Soil & Water Conservation District (SWCD) in 2011. The cost associated with producing these books and the capital outlay required was significant, therefore the SWCD no longer has interest and producing the plat books. Although the Beacon systems works like a live, up-to-date plat book, there is still a demand for paper plat books. Farm & Home Publishers, a company based out of Belmond, Iowa produces plat books without the significant capital outlay to the county and they sell the advertising in the books.

Farm & Home Publishers has already produced a black and white plat book for Pine County in 2016, which can be sold on a consignment basis at a cost of \$21, which we would sell for \$25 each. In 2017, Farm & Home Publishers will produce a new spiral bound, color plat book, very similar to the previous plat books for an upfront cost of \$33 per book with a minimum order of 25 books, which we would sell for \$40 each.

Action Requested:

- 1.) Presentation of fee schedule:
 - a.) Black & White 2016 Books - \$25
 - b.) Color 2017 Books - \$40
- 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 Plat Book Fee Schedule.

Financial Impact:

The magazine books are available on a consignment basis, meaning we only pay for the books we sell. The spiral bound books will be purchased 25 books at a time, for a total cost of \$825, to be recouped after the sale. All sales will be through the Recorder's Office.



AGENDA REQUEST FORM

Date of Meeting: May 3, 2016

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

Agenda Item: Introduction of Probation Corrections Agent _____

Department: Probation _____

Department Head Signature

Background information on Item:

Introduction of Probation Corrections Agent Jami Tuve

Action Requested:

Financial Impact:



MINUTES
PINE COUNTY TECHNOLOGY COMMITTEE

District 1 Commissioner Hallan
District 2 Commissioner Mohr

Tuesday May 17^h 2016, 8:30 a.m.
Commissioner Conference Room, Courthouse
Pine City, Minnesota

Present: Commissioner Mohr, Commissioner Hallan, County Administrator David Minke, IT Specialist Kent Bombard, IT Supervisor Ryan Findell, Child Support Supervisor Jodi Blesener, Human Resources Manager Connie Mikrot

1. Called meeting to order at 8:29am
2. Adopted Agenda
3. HRIS Discussion – HR Manager Connie Mikrot
 - Connie Mikrot presented options and vendors for a new human resources software. The new system would not include payroll at this time, with an option to purchase at a later date. The IT Supervisor and the HR Manager will write up and finalize a contract that will be submitted to the County Board for consideration.
4. Microsoft Office Discussion
 - Discussion was held about updating the county's Microsoft Office Suite. The current software will be out of compliance in April 11, 2017. Two options were presented, per user/per year subscription or a per device onetime cost. The IT department will gather more information to be presented at the next Technology Committee.
5. Statewide Monitoring Program Update – IT Support Spec. Kent Bombard
 - Kent Bombard gave an update to the Statewide Monitoring Program. The transfer to the new system has been pushed back approximately 4 weeks due to the set up of the new VPN system.
6. Telework Update
 - Discussion was held about an employee becoming a Teleworker. The IT Supervisor and HR Manager will work together to update the current Telework agreement. This new agreement will be signed by the employee and corresponding personnel once it is updated.
7. Adjourn at 9:27am

MINUTES
Of
Pine County Facilities Committee Meeting
Wednesday, June 1, 2016, 9:00 a.m.
Pine County Courthouse
Pine City, Minnesota

Members present: Commissioner Matt Ludwig, Commissioner Josh Mohr

Others Present: County Engineer Mark LeBrun, County Administrator David Minke, Chief Deputy Paul Widenstrom, Office Manager Denise Baran.

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

Motion by Commissioner Mohr to approve the Agenda as amended. Second by Commissioner Ludwig. Motion Carried 2-0.

Motion by Commissioner Mohr to approve the Minutes of the May 4, 2016 meeting. Second by Commissioner Ludwig. Motion Carried 2-0.

1. City of Pine City Lease/Purchase of Pine Government Center

The committee discussed the request from Pine City to purchase the Pine Government Center at 315 Main Street, Pine City. The city requested a sale price for both the main floor and for the purchase of the entire building. It was the consensus of the committee to (1) request further information from the city as to their ideas for management structure of the property if a floor is sold, as well as the city's ideas for terms to lease space back to the county, (2) offer to maintain the rent at \$50,000 for 2017, 2018, and 2019 to give the parties more opportunity to consider options, including the possibility of a long-term lease from the county to the city.

2. Current Projects Update.

Earth work has started on the garage site at the courthouse. The sunshade installation at the courthouse is complete. The blinds are performing well.

3. Sheriff's Office Impound Lot

At the September 2, 2015 Facility Committee meeting, the committee discussed improvements at the impound lot in Sandstone, with more information on lighting to be discussed at a future meeting. The information on lighting was presented to the committee. Several options for adding lighting to the lot were discussed with costs ranging from \$1,400 to \$16,200. In addition to the lighting, cameras and a security system were discussed.

It was the consensus of the committee to install a camera system at the existing lot at a cost of approximately \$1,000. Additionally, the use of the parking lot at the John Wright building as a future impound lot will be explored. In the future, it may be possible to use the warehouse portion of the building as an indoor secure vehicle storage area, and the office space in the building as the Sheriff's Sandstone Station.

4. Land, Veterans, SWCD Building in Sandstone

The Soil and Water Conservation District has requested the installation of a door into the small conference room to allow the SWCD to use the conference room when the Veterans office is closed.

It was the consensus of the committee that the county administrator should meet with Jill Carlier to review and better understand the SWCD request.

With no further business, the committee adjourned at 10:30 a.m.



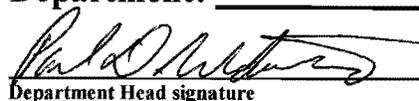
AGENDA REQUEST FORM

Date of Meeting: June 7, 2016

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

Agenda Item: Contract with Pathfinder Village

Department: Sheriff

 *Chief of Police*
 Department Head signature

Background information on Item:

Pathfinder Village is requesting law enforcement security services for select dates and times during 2016. This is a request the Sheriff's Office has been filling for years.

Action Requested:

Request that the Board approve the contract between Pathfinder Village and the Sheriff's Office. This is a year to year agreement. The contract will expire at the end of 2016. Contract has been reviewed and signed by the Sheriff and the County Attorney. The contract requires the County Board Chairmans signature.

Financial Impact:

None. Contract is for off duty coverage which Pathfinder reimburses the Sheriff's Office for.

PINE COUNTY SHERIFF'S OFFICE
and
PATHFINDER VILLAGE
AGREEMENT FOR LAW ENFORCEMENT SERVICES

THIS AGREEMENT, made and entered into this 19th day of May, 2016, _____
by the Pine County Sheriff, hereinafter referred to as the "Sheriff" and approved by the County of
Pine, a Minnesota political subdivision, hereinafter referred to as the "County Board" and
Pathfinder Village, of Hinckley, a licensed business operating in the County of Pine, hereinafter
referred to as the "Business."

WITNESSETH

WHEREAS, the Business is desirous of contracting with the Sheriff to provide Law
Enforcement services within the properties owned and operated by the Business, said services to be
performed by Licensed Deputies of the Pine County Sheriff's Office; and

WHEREAS, the Sheriff is agreeable to providing dedicated law enforcement services under
this agreement within those properties owned and operated by the business, beyond that which is
customarily and regularly provided to the Business and the County Board approves the allocation of
dedicated deputies to the business.

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

1. **Services to be provided.** The Sheriff and County Board agree to provide Law
Enforcement services for the Business, within the properties owned and operated by the Business
occurring between the dates of May 19, 2016 through December 31, 2016 for which specific dates
and times requested by the business will be scheduled by the Sheriff's Office. Law Enforcement
services shall include the following: routine patrolling within the business properties by a licensed
Deputy Sheriff, interaction with users of the properties within the business, investigations of
violations of state law occurring within the properties of the business; supply, support and

assistance to other public service agencies such as the ambulance and fire departments. The hours per day contracted for is specified in this Agreement and are to be agreed to between the Sheriff and the business. For reasons of Public Safety, the Deputy assigned to the Business may have to respond away from the Business performing duties outside the business. These duties include but are not limited to: responding when necessary to calls, emergencies, assisting other deputies, or administrative duties at the Sheriff's Office such as report writing or interviewing. Away time longer than 30 minutes will not be covered by the Business until such time as the Deputy returns to finish the scheduled duty shift at which time the Business will pay only for time dedicated to the Business. The business is made aware that it is the policy of the Sheriff for deputies to be in full Sheriff's Office uniform and have a marked squad car with them while performing these duties.

The Pine County Sheriff's Office shall investigate all violations of State law. The law enforcement services provided by the Pine County Sheriff's Office to the business shall be comparable to the level and delivery of services provided elsewhere in the County by this Sheriff's Office.

2. **Administrative Responsibility.** All decisions concerning the implementation and performance of law enforcement services, including the disciplining of deputies, the control of the deputy assigned to the business, and to all other matters incident to the performance of such services shall remain with the Sheriff's Office.

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

4. **Information to be provided to the business.**

The Pine County Sheriff's Office shall, upon request, supply the business with copies of reports, logs or documents pertaining to the duties performed for the business so long as it will not jeopardize an on-going investigation or will not violate laws or regulations pertaining to the release of information by Peace Officers.

The format and title of this information will be determined by the Sheriff. The Sheriff will only disclose public data pursuant to Minnesota Statutes section 13.82.

5. Dispute Resolution. The Business and the Sheriff, or his designee, should attempt to resolve all problems related to the law enforcement services on the basis of mutual interest and understanding. If the business has concerns about a particular investigation or performance of the assigned Deputy, the business shall report the concerns in writing to the Chief Deputy.

6. Failure to abide by contract terms and/or agreed resolutions of dispute. Either party to this agreement may terminate this agreement upon written notification with 30 days notice.

7. Payment. The Business has requested and the Pine County Sheriff's Office has agreed to provide law enforcement services to the Business on those specific dates requested by the Business (see attachment 1) and scheduled by the Sheriff at a rate of \$49.00 (forty nine) per hour for the scheduled time requested. This is a standing agreement between the dates outlined on the term of this agreement, and the Business will only pay for scheduled duty within those dates. With a minimum 5 hours per duty day when scheduled.

In consideration for the law enforcement services being provided by the Pine County Sheriff's Office to the business for the term of May 19, 2016 through December 31, 2016 the Business shall pay to the County the sum of _____. Said amount shall be payable by the Business to the Sheriff's Office upon signing of the agreement. Said amount is for _____ hours of duty at \$49.00 per hour on specific dates that have at the time of this agreement been requested by the Business (see attachment 1) and scheduled by the Sheriff. The Business has an open understanding that additional dates and hours of duty can be requested at any time between the

dates of this agreement and has the understanding that the overall dates of this agreement can be extended or changed upon 30 days written notice and the agreement of both parties.

The particular hours per duty day that the deputy shall patrol the properties of the Business shall be agreed to by the Business and the Pine County Sheriff's Office.

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

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

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

Deputies under this agreement during the course of their duty will only take enforcement action on violations of the laws of the State of Minnesota. No part of this agreement will allow enforcement actions of Deputies to act outside the scope of the Constitution of the United States.

Minnesota rules of criminal procedure, and the Policies and Procedures of the Pine County Sheriff's Office.

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

IN WITNESS THEREOF, the Business of Pathfinder Village and the Sheriff of Pine County, has caused these presents to be subscribed by the County on the day and year first above written.

DATE: _____

PINE COUNTY SHERIFF'S OFFICE

By:  Print: 09-20-16
Pine County Sheriff

PATHFINDER VILLAGE

By:  Print: 5/19/2016
Owner/Representative/Attorney

Approved as to form and execution

Dated: May 23, 16 
Pine County Attorney

DATED: _____
Pine County Board Chairman

Dates for Law Enforcement Services

May 27, 28, 29

June 11, 18

July 1, 2, 3, 4, 16

August 13

September 2, 3, 4



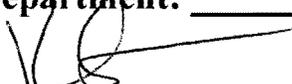
AGENDA REQUEST FORM

Date of Meeting: June 7, 2016

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

Agenda Item: Septic Revolving Loan Fund Resolution

Department: Land Services



Department Head signature

Background information on Item:

Many counties across the state have revolving loan funds available for septic upgrades. These loans are generally available regardless of income or credit and are paid back through special assessments on the borrower's property. These funds were established through the MPCA Clean Water Partnership Loan Program. With the implementation of the 2014 Pine County Subsurface Sewage Treatment Systems Ordinance, many citizens have found themselves wanting to upgrade their failing septic systems, however have lacked resources to do so. This program would provide the resources for these citizens.

Action Requested:

Consider approving resolution 2016-27 authorizing Kelly Schroeder to submit the proposal for the Pine County Subsurface Sewage Treatment Systems Upgrades and represent the County in all matters regarding the proposal.

Financial Impact:

All costs associated with this program will be recouped from the application fee and the interest on the loans which is set by the County Board based on current market conditions.



Clean Water Partnership Loans

The Clean Water Partnership (CWP) Program offers low interest loans. These loans are available for implementing nonpoint source best management practices (BMPs) and other activities that target the restoration and protection of a water resource (i.e., lake, stream, or groundwater aquifer). The loans are available to local units of government sponsoring CWP projects. A local government can use the funds itself (first-tier BMP) to implement BMPs, or it can re-loan the funds to private parties (second-tier BMP) for further activities to implement the practices.

Who is eligible for a loan?

Local units of government that meet the following requirements:

- The ability to pledge its full faith and credit to ensure repayment of a project loan
- The authority to generate cash revenues for the repayment of a loan
- The authority to enter into a loan agreement with the agency

Local governmental units that meet these requirements include counties, cities, townships, tribes, watershed districts, and watershed management organizations. Joint powers organizations composed of previously mentioned entities are also eligible but must submit a resolution from at least one local governmental unit that meets the criteria stating that they will participate in the project as a loan sponsor.

What types of projects are eligible for loan funding?

Eligible CWP project activities include:

- Dredging of harbors, lakes, ditches, constructed wetlands, and existing sedimentation basins
- The purchase of vegetation or seed of ecotypes native to Minnesota
- Subsurface sewage treatment system upgrades
- Outreach, technical assistance, implementation of source control and runoff control BMPs, and education activities related to stormwater control
- Water quality monitoring, water resource and project area data and information collection, data and information analysis and assessment
- Selection, design, layout, and installation of BMPs consistent with Federal Section 319 or 320 of the federal Clean Water Act, as amended
- Development, review, and inspection of procedures for the installation, operation, and maintenance of BMPs
- BMP implementation for animal feedlot operations if the installation is not related to a criminal enforcement action or a civil enforcement action involving financial penalties
- Outreach, technical assistance, and education activities concerning animal waste management, and the costs of BMPs for National Pollutant Discharge Elimination System feedlot facilities if the implementation activities are part of an eligible watershed or groundwater project
- Fiscal and management activities and report preparation
- Creation and dissemination of public education materials and activities
- Development and implementation of ordinances

- Acquisition of easements and property
- Use of ferric chloride, aluminum sulfate, or other chemicals to precipitate phosphorus
- Green infrastructure projects such as; rain water harvesting and reuse, rain gardens, green roofs, tree boxes, porous pavement, street parking lot redesign or similar green infrastructure approaches

How do I apply for CWP loan funding?

For more information on how to apply for CWP loan funding, visit the MPCA's financial assistance for nonpoint source water pollution projects webpage at <http://www.pca.state.mn.us/xggxb36>.

What are the interest rates?

The current interest rate for loans to local governments is 2%. Interest rates available to individuals from local governments will be determined at the local level, but must be kept below market rate as determined by the current Wall Street Journal prime rate.

As of June 2015, 253 projects have constructed \$47.4M of BMP's:

- \$38.5M Individual septic treatment systems
- \$4.0M Feedlots
- \$1.8M Permanent structures
- \$1.4M In-lake chemical treatments
- \$.8M Equipment
- \$.5M Land use practices/erosion control activities
- \$.4M Administration/education and training

**PINE COUNTY RESOLUTION
SUBMITTING A
MINNESOTA CLEAN WATER PARTNERSHIP PROPOSAL
RESOLUTION No. 2016-27**

BE IT RESOLVED by Pine County Board of Commissioners to submit a proposal with the Minnesota Pollution Control Agency (MPCA) to conduct the following Project: Pine County Subsurface Sewage Treatment Systems Upgrades;

BE IT FUTHER RESOLVED that Kelly Schroeder be authorized to submit the proposal for the above-mentioned Project and shall have the authority to represent this body in all matters that do not specifically require action of this body;

BE IT FUTHER RESOLVED that submittal of a proposal does not obligate this body to accept a loan if so offered;

WHEREUPON the above resolution was adopted at a regular meeting of the Pine County Board of Commissioners this 7th day of June, 2016.

Curtis H. Rossow, Chairman
Pine County Board of Commissioners

David J. Minke
Pine County Administrator

CERTIFICATION

I, _____, do hereby certify that I am the custodian of the minutes of the proceedings had and held by the Board of Commissioners of said Pine County that I have compared the above resolution with the original passed and adopted by the Board of Commissioners at a regular meeting thereof held on the 7th day of June, 2016 at 10:00 a.m. that the above constitutes a true and correct copy thereof, that the same has not been amended or rescinded and is in full force and effect.

_____, County Administrator