



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, August 18, 2015, 10:00 a.m.
Board Room, Pine County Courthouse
Pine City, Minnesota

- A) Call meeting to order
- B) Pledge of Allegiance
- C) Public Forum. Members of the public are invited to speak on items not on the agenda. Each speaker should state his/her name and limit comments to three (3) minutes.
- D) Adopt Agenda
- E) Approve Minutes of August 4, 2015 County Board Meeting and Summary for publication.
- F) Minutes of Boards, Committees and Correspondence
 East Central Regional Library Minutes – June 8, 2015
- G) Approve Consent Items

CONSENT AGENDA

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

1. Review July, 2015 Cash Balance (attached)

Fund	July 31, 2014	July 31, 2015	Increase(Decrease)
General Fund	2,703,601	4,544,273	1,840,672
Health and Human Services Fund	474,496	508,470	33,974
Road and Bridge Fund	8,828,216	3,748,270	(5,079,946)
Land Management Fund	1,035,697	1,459,754	424,056
TOTAL (inc non-major funds)	14,727,318	11,472,838	(3,254,480)

2. Liquor Licenses

Consider approval of liquor licenses (on/off/Sunday) for September 1, 2015 through August 31, 2016, subject to county board approval, for the following: Wings North, 19379 Homestead Road, Pine City (On Sale and Sunday); Tanks Tavern-Cloverdale, 39109 State Hwy. 48, Hinckley (On Sale, Off Sale & Sunday); Nickerson Bar & Motel, 94430 Main Street, Nickerson (On Sale, Off Sale & Sunday); Pine City Country Club, 10413 Golf Course Road SW, Pine City (On Sale & Sunday); Kurtz' Muffies on the Lake,

LLC, 13646 Muffies Lane, Grasston (On Sale, Off Sale & Sunday); and Chengwatana Country Club, LLC 29410 Beroun Crossing, Pine City (On Sale, Off Sale & Sunday).

3. Tobacco Licenses

Consider approval of tobacco licenses, subject to county board approval, for new establishments: Casey's General Store in Sandstone and Murphy USA #7599 in Pine City.

4. Premises Permit & Lease for Lawful Gambling Activity

Consider approval of Application for Premises Permit and Lease for Lawful Gambling Activity from Pokegama Lake Association to conduct Minnesota lawful gambling at Kurtz's Muffies on the Lake, LLC, 13646 Muffies Lane, Grasston (Pokegama Twp).

5. Agreement for Prosecution Services – City of Askov

Consider approval of an Agreement for Prosecution Services between the County of Pine and City of Askov for prosecution of misdemeanor violations of the nuisance and blight ordinances contained within Chapter 8 of the City of Askov's Ordinances and authorize Board Chair, County Auditor-Treasurer and County Attorney to sign.

6. Personnel (Full-Time Status/Completion of Probationary Period)

Consider approval of full-time status for Social Workers Rona Duvall and Patrick Meacham, effective August 23, 2015.

7. New Hire

Approve the hiring of Jerry Kunze, Highway Maintenance Worker (B23), at an hourly rate of \$14.35 per hour, step 1 of the 2014 wage scale, contingent upon a successful background investigation, with an expected start date of August 19, 2015.

REGULAR AGENDA

1. Facilities Committee

The Facilities Committee met August 5, 2015. Minutes Attached. Information only, no additional board action necessary.

2. Personnel Committee

Pine County Personnel Committee met August 11, 2015 and made the following recommendations (Minutes attached):

HHS

Acknowledge the retirement of Account Tech Carol Ferrie effective November 13, 2015 and approve immediate backfill for job shadowing purposes up to Carol's retirement date.

Assessor

Acknowledge the resignation of Property Assessor David Anderson effective August 7, 2015 and approve backfill.

Jail

Approve a \$1.00 per hour performance increase for Jail Administrator Rick Boland pursuant to Section 10.5 of the county Policies & Procedures manual, effective June 2, 2015.

Sheriff

Accept the resignation of Deputy Sheriff Leah Schmidt effective August 24, 2015 and approve backfill.

Other items are for informational purposes only.

3. **Proposed Land Acquisitions by Minnesota DNR**
Consider approval of Resolution 2015-30 approving the acquisition by the Department of Natural Resources of the following parcels of land owned by Danford & Kathleen Erhart: PID 29.0020.001, 29.0032.000, 29.0033.000, 29.0034.000, 29.0043.001, 29.0103.000 and 29.0125.000/split.
4. **ECRDC Update**
Presentation by Robert Voss, Executive Director of East Central Regional Development Commission.
5. **Economic Development – Business Subsidy Policy**
Presentation/discussion by Economic Development Coordinator Robert Musgrove relating to business subsidies and regulations and policies.
6. **School Resource Officer – Pine City School District**
Consider approval of a contract between the Pine City Public School District and the Pine County Sheriff's Office for the Sheriff's Office to provide a full-time School Resource Officer (SRO), up to 40 hours per week, to the School District. The District agrees to reimburse the Sheriff's Office for the assigned deputy. The term of this contract is one year commencing September 8, 2015. Authorize Board Chair, County Administrator and County Attorney to sign.
7. **County Veterans Service Office Enhancement Grant**
Approve Resolution 2015-29 and County Veterans Service Office Enhancement Grant and authorize Board Chair, County Administrator and Veterans Service Officer to sign. This \$10,000 grant will be used for outreach, assisting in reintegration of combat veterans, collaborating with other agencies for enhancing services provided to veterans, and other services, and authorize Board Chair and County Administrator to sign.
8. **Healthcare Procurement Process**
Update by Health & Human Services Director Becky Foss regarding the State of Minnesota's decision of prepaid medical assistance program and managed care organization providers for Pine County.
9. **Vulnerable Children and Adult Plan Amendment**
Consider approval of the amended Vulnerable Children and Adult Plan and authorize Board Chair and County Administrator to sign.
10. **Agreement with MnDOT**
Consider approval of Resolution 2015-31 and revised Detour Agreement with MnDOT for bridge replacement on Trunk Highway 23 and authorize Board Chair and County Administrator to sign.
11. **Commissioner Updates**
Meeting with Katie Draper of the Mille Lacs Band (8/4)
Soil & Water Conservation District
East Central Solid Waste Commission
East Central Regional Library
Arrowhead Counties Association
12. **Other**

13. Upcoming Meetings –(Subject to Change)

- a. Technology Committee, Tuesday, August 18, 2015, 8:30 a.m.,** Commissioners' Conference Room, Courthouse, Pine City, Minnesota.
- b. Pine County Board Meeting, Tuesday, August 18, 2015, 10:00 a.m.,** Board Room, Courthouse, Pine City, Minnesota.
- c. Kanabec-Pine Community Health Board, Wednesday, August 19, 2015, 9:00 a.m.,** Board Room, Courthouse, Pine City, Minnesota.
- d. GPS 45:93, Friday, August 21, 2015, 10:00 a.m.,** Hinckley City Hall/Community Room, 106 1st Street SE, Hinckley
- e. Snake River Watershed, Monday, August 24, 2015, 9:00 a.m.,** Kanabec County Courthouse, Mora, Minnesota.
- f. East Central Regional Development Commission, Monday, August 24, 2015, 7:00 p.m.,** 100 Park Street So., Mora, Minnesota.
- g. Special Meeting – Committee of the Whole, Tuesday, August 25, 2015, 9:00 a.m.,** Board Room, Courthouse, Pine City, Minnesota. A portion of the meeting may be closed pursuant to M.S. §13D.05 for the purpose of discussion of pending litigation and attorney/client privilege.
- h. NLX, Wednesday, August 26, 2015, 10:00 a.m.,** Board Room, Courthouse, Pine City, Minnesota.
- i. Northeast Regional Radio Board, Thursday, August 27, 2015, 10:00 a.m.,** Jail Training Room, Courthouse, Pine City, Minnesota.
- j. Pine County Board Meeting, Tuesday, September 1, 2015, 10:00 a.m.,** Public Health Building, Sandstone, Minnesota.

14. Adjourn

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

**Tuesday, August 4, 2015, 10:00 a.m.
Public Health Building, Sandstone, Minnesota**

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

The Pledge of Allegiance was said.

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

Chair Hallan requested the following revisions to the Agenda:

Consent:

Add 5B: Consider approval of the hiring of Public Health Nurse Joanna Kreber, effective August 10, 2015, \$23.01 per hour, C42, step 4, contingent upon a successful background check and merit system eligibility.

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

Commissioner Rossow moved to approve the Minutes of the July 21, 2015 County Board Meeting and Summary for publication. Second by Commissioner Mohr. Motion carried 5-0.

Commissioner Ludwig moved to approve the Minutes of the July 28, 2015 Special Meeting and Committee of the Whole. Second by Commissioner Chaffee. Motion carried 5-0.

Minutes of Boards, Committees and Correspondence

Pine County Land Surveyor Monthly Report, July 2015

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

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

CONSENT AGENDA

1. July, 2015 Disbursements

Disbursements Journal Report, July 1, 2015 – July 31, 2015.

2. Application for Abatement

Approve Applications for Abatement for:

CF Pine City RE Holdco LLC, 1405 Main St. S, Pine City, PID 42.0003.003, pay 2013

Jay & Lori Schrann, 35225 Parkview Dr., Sturgeon Lake, PID 33.0181.000, pay 2015

Henry & Norma Hoffman, Hoffman's Oak Lake Campground, Kerrick Twp., PID 16.8900.113, pay 2015

3. Approval of 2015-2016 Liquor Licenses

Approve September 1, 2015 through August 31, 2016 Liquor License establishments with On, Off and/or Sunday requests: Marathon of Beroun, 18648 Beroun Crossing, Pine City, MN 55063

--Off Sale; West Beroun Liquor, LLC, 18070 Beroun Crossing Road, Pine City, MN 55063--Off Sale; Doc's Sports Bar & Grill, 34427 Majestic Pine Dr., Sturgeon Lake, MN 55783--On Sale, Off Sale and Sunday; Moose Lake Golf Club, 35311 Parkview Drive, Sturgeon Lake, MN 55783--On Sale and Sunday; The Tavern in Duquette, 88159 State Hwy. 23, Kerrick, MN 55756--On Sale, Off Sale and Sunday; Half Way Home Saloon, 60684 State Hwy. 23, Finlayson, MN 55735--On Sale, Off Sale and Sunday.

4. Application for New Tobacco License

Approve application for a new establishment tobacco license – Northwoods Collection, LLC DBA: The Smoking Lamp. License period to be August 6, 2015 through December 31, 2015 with renewal to coincide with all county tobacco licenses. Subject to approval of Pine County Sheriff and no delinquent real estate taxes.

5. New Hire

- A. Approve the hiring of part-time Deputy Sheriff Michael Shepard, effective July 27, 2015, \$23.31 per hour, C42, step 3.
- B. Approve the hiring of Registered Nurse Joanna Kreber effective August 10, 2015, \$23.01 per hour, C42, step 4, contingent upon a successful background check and merit system eligibility.

6. Training

- A. Approve attendance by County Administrator David Minke and Human Resources Manager Matt Christenson to attend the Minnesota Association of County Administrators and Minnesota County Human Resources Management Association Fall Conference 2015, September 9-11, 2015, Ruttger's Bay Lake Lodge, Deerwood, Minnesota. Registration \$100 each; two-nights lodging and meals, double occupancy/\$325.37, plus mileage. Total cost: \$850.74 plus mileage.
- B. Approve attendance by County Administrator David Minke and County Board Commissioner(s) to attend the 2015 Association of Minnesota Counties Fall Policy Committee Meeting, September 17-18, 2015, Breezy Point Resort, Pequot Lakes, Minnesota. Registration: \$125 per attendee; Lodging: AMC Group Rates: \$119 or \$139 + tax per night depending upon room type.
- C. Approve GIS/Environmental Technician Joe Sanders to attend two days, and Land & Resources Manager Caleb Anderson to attend the second day only, of the MCCC Legal Description Workshop. The Legal Description Workshop is held September 21-22, 2015 in St. Paul at the MCCC building. The cost of the workshop is \$100 per day, for a total of \$300.

REGULAR AGENDA

1. 2015 Pine County Tax Forfeit Land Auction

Commissioner Rossow stated the Land Committee met on July 21, 2015 and reviewed and approved the parcels, appraised values, and sales terms and conditions for the properties to be sold at the September 18, 2015 tax forfeit land auction.

Motion by Commissioner Rossow to approve Resolution 2015-27, 2015 Pine County Tax-Forfeit Land Auction Sale Terms and Conditions, and authorize the County Auditor-Treasurer to sign. Second by Commissioner Chaffee. Motion carried 5-0.

2. Conveyance of Tax-Forfeited Property (City of Sandstone and Willow River)

Commissioner Rossow stated the Land Committee reviewed and approved two tax-forfeited parcels to be offered for sale to the cities of Sandstone and Willow River.

Motion by Commissioner Chaffee to approve Resolution 2015-28, 2015 Tax Forfeit Land Sale/City Conveyances to the City of Sandstone (PID 45.5306.000) and the City of Willow River (PID 47.0008.000), and authorize the Board Chair and County Administrator to sign. Second by Commissioner Ludwig. Motion carried 5-0.

3. Establishment of Pine County DWI Education Program

Probation Director Terry Fawcett provided information, and requested support from the board, relating to the implementation of a DWI education program in Pine County. Fawcett stated currently Pine County participants travel to Anoka County to attending meetings. Fawcett stated the cost to be paid by each participant would be \$100 with an estimated 100 participants the first year. Probation staff will facilitate the 4-hour class.

4. Vulnerable Adult Reporting Presentation

Adult Services Supervisor Barbara Schmidt stated as of July 1, 2015 the State of Minnesota implemented Minnesota Adult Abuse Reporting Center (MAARC), a centralized system for reporting suspected maltreatment of vulnerable adults. Schmidt provided information as to Health & Human Services' procedures and involvement upon receiving notification of possible vulnerable adult abuse.

5. Revised Cooperative Agreement for Waste Pesticide Collection

Land and Resources Manager Caleb Anderson stated since 2013 Pine County has had a contract with the Minnesota Department of Agriculture for the reimbursement of pesticides collected and disposed of through Household Hazardous Waste events. The Minnesota Department of Agriculture has changed reporting requirements reducing the documentations required from the county.

Motion by Commissioner Ludwig to approve the revised Cooperative Agreement for Waste Pesticide Collection and authorize Board Chair and County Administrator to sign. Second by Commissioner Rossow. Motion carried 5-0.

6. Establishment of Steering Committee – Comprehensive Plan Update

At the July 28, 2015 Committee of the Whole meeting, discussion was held regarding the appointment of two county commissioners, two/three Planning Commission members, and approximately five members of the public to the Comprehensive Plan Steering Committee. County and Planning Commissioners will receive a per diem for attending the meetings and discussion was held as to receipt by citizen members of a per diem. Chair Hallan appointed Commissioner Ludwig and himself to the Comprehensive Plan Steering Committee.

Motion by Commissioner Mohr to approve a \$50 per diem to the citizen members of the Comprehensive Plan Steering Committee. Second by Commissioner Rossow. Motion carried 5-0.

7. Commissioner Updates

Northeast Regional Radio Board: Chair Hallan attended the Radio Board meeting in Grand Rapids. Discussion was held regarding the new generation of radios/consols in dispatch, and discussion of a different records management system.

Snake River Watershed: Commissioner Mohr stated a coordinator was hired for education outreach through the Watershed. This position is grant funded.

Law Library: Commissioner Mohr stated the Law Library is creating material for the Sheriff's Office to hand out to the public stating what public legal services are available.

Central Regional EMS Committee: Commissioner Ludwig stated this was a standard meeting. Discussion was held regarding writing a strategic plan.

GPS 45:93 – None.

Other: Chair Hallan stated Pine County's Fair went well. Hallan acknowledged 4-H Coordinator Lorelei Finley for her excellent work with the 4-H program. National Night Out was held in various cities throughout the county.

8. Upcoming meetings were reviewed.

With no further business, Chair Hallan adjourned the county board meeting at 11:05 a.m. The next regular meeting of the county board is scheduled for August 18, 2015 at 10:00 a.m. at the Board Room, Pine County Courthouse, Pine City, Minnesota.

Stephen M. Hallan, Chair
Board of Commissioners

David J. Minke, Administrator
Clerk to County Board

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

**Tuesday, August 4, 2015, 10:00 a.m.
Public Health Building, Sandstone, Minnesota**

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

The Pledge of Allegiance was said.

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

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

Commissioner Rossow moved to approve the Minutes of the July 21, 2015 County Board Meeting and Summary for publication. Second by Commissioner Mohr. Motion carried 5-0.

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Approve the hiring of Registered Nurse Joanna Kreber effective August 10, 2015, \$23.01 per hour, C42, step 4, contingent upon a successful background check and merit system eligibility.

Approve attendance by County Administrator David Minke and Human Resources Manager Matt Christenson to attend the Minnesota Association of County Administrators and Minnesota County Human Resources Management Association Fall Conference. Total cost: \$850.74 plus mileage. Approve attendance by County Administrator David Minke and County Board Commissioner(s) to attend the 2015 Association of Minnesota Counties Fall Policy Committee Meeting. Registration: \$125 per attendee; Lodging: AMC Group Rates: \$119 or \$139 + tax per night depending upon room type.

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Stephen M. Hallan, Chair
Board of Commissioners

David J. Minke, Administrator
Clerk to County Board

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

Time: Monday, June 8, 2015

Place: ECRL Headquarters, Cambridge

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

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

Absent Board Members:

Byrne, Richard (Chisago); Jensen, Robert (Kanabec); Swanson, Margery (Pine)

Call to Order:

James Raisanen called June 8, 2015 meeting of the East Central Regional Library to order at 9:30 a.m.

Pledge of Allegiance & Introductions: No introductions

Adopt/Amend Agenda:

M/S/P: unanimous

McMahon/Reynolds

Period for Public Comment – none

Approval of Previous Minutes –5/11/15

M/S/P: unanimous

Lee/McMahon

Bills: May 2015

M/S/P: unanimous

Karen Lee/ Sauer - move to accept May 2015 bills as presented.

Treasury Report

Karen Lee answers previous months question of why the over budget in "Miscellaneous"; due to paying lobbyist.

M/S/P: unanimous

KarenLee/Kramersmeier

Financial Reports: May 2015

Need approval for Star 95 Car Wash for old billing over a 5 year span for car washes that Star 95 discovered from an audit by a new employee. No invoices were ever submitted to ECRL.

Questions/discussion on paying \$205.60 bill

M/S/P: unanimous

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

ECRL Administrative Reports

A. Director's Organizational Report

Misselt: Branch Librarian Robin Suhsen's retirement party in Princeton was very nice, thanks to PALS and Princeton Friends. Thanks also to Board member Carol Goddard for her help to organize welcome reception for Branch Librarian Carolyn Avaire in Hinckley. Hinckley has no Friends group.

McMahon: Questions check that should be in Legacy not the General Fund on item D.

B: Branch Highlights

Lydon: May was a busy month with school tours promoting the Summer Reading Program. Lydon has also been working with Blandin projects. See written report for further details.

Other Reports:

Personnel Committee

Goddard: refer to handout

Reviewed new job descriptions for Technical Services which enables more efficient department functions due to cross training of duties.

Misselt: Worked with Nystuen on the reorganization of Technical Services and Branch staff, specifically Branch Assistants.

Discussion

Approve job descriptions for Technical Services staff.

M/S/P: unanimous

Goddard/McMahon

Misselt: Request approval of new wage scale. Overview of handout on salary adjustments -

Approval of salary adjustments

M/S/P: unanimous

Goddard/McMahon

Misselt: Request action to approve step increases

M/S/P: unanimous

Niemi/Hommes

CMLE: Board appointees Char Kramersmeier –will report at August meeting

Old Business: - Equinox Contract

Misselt: Requested risk analysis review by MCIT and received an e-mail from recommending a review with legal counsel prior to signing. The recommendations are from a risk management perspective.

Motion for Misselt to consult with attorney on the Equinox contract

Niemi/McMahon

Motion for the Executive Committee to review

M/S/P: unanimous

Goddard/Karen Lee

New Business:

Budget Adjustment:

Misselt – Request approval of recommendation to re-allocate \$6,000 from line item labeled “Books” to line item labeled “Other Media” to enable purchase of digital books to satisfy patron requests.

M/S/P: unanimous

Niemi/Misiura

RLBSS & Legacy application:

Misselt: Requests approval to apply for Regional Library Basic System Support and Legacy funds for FY 2016.

Warring/Niemi

Approve June bills:

Karen Lee: Do we hold bills for June until the August meeting or pay and not hold them?

M/S/P: unanimous

Sauer/Hommes – approve June bills, to not hold for August

Trustee Issues:

2015 Legislative Session – Informational/discussion

Future agenda

Next Meeting: August 10th

Location: McGregor

Motion to Adjourn:

Time: 10:55 a. m.

M/S/P: unanimous

Reynolds/ Arseneau Lee

Audrey Misiura, Secretary

Marlys Carlson, Recorder



AGENDA REQUEST FORM

Date of Meeting: August 18, 2015

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

Agenda Item: July, 2015 Cash Balance

Department: Auditor-Treasurer

Cathy Clemons
(Department Head signature)

Background information on Item:

July, 2015 Cash Balance

Action Requested:

Financial Impact:

TREASURER'S CASH TRIAL BALANCE COMPARISON

FUND	July 31, 2014 BALANCE	July 31, 2015 BALANCE	DIFFERENCE
1 - GENERAL	2,703,601.17	4,544,272.72	1,840,671.55
12 - H&HS	474,496.28	508,469.89	33,973.61
13 - ROAD & BRIDGE	8,828,215.57	3,748,269.70	(5,079,945.87)
22 - LAND	1,035,697.27	1,459,753.75	424,056.48
TOTAL (incl non-major funds)	\$14,727,318.49	\$11,472,838.26	(3,254,480.23)

CATHYJ
8/12/15 9:25AM

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

TREASURER'S CASH TRIAL BALANCE

As of 07/2015



<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
1 General Revenue Fund	3,661,974.35			
Receipts		1,353,889.03	3,756,352.26	
Disbursements		541,856.89-	3,552,876.97-	
Payroll		742,658.63-	5,452,606.89-	
Journal Entries		1,153,380.87	6,131,429.78	
Fund Total		1,222,754.38	882,298.37	4,544,272.72
12 Health & Human Services	2,016,009.86	420 H&Hs-Income Maintenance		
Receipts		47,977.36	798,652.16	
Disbursements		56,409.55-	403,229.42-	
Payroll		146,502.02-	1,116,871.56-	
Journal Entries		47,512.11	740,715.71	
Dept Total		107,422.10-	19,266.89	2,035,276.75
12 Health & Human Services	1,961,233.98-	430 H&Hs-Social Services		
Receipts		596,016.10	1,640,792.29	
Disbursements		44,822.33-	191,986.86-	
SSIS		190,650.82-	1,512,987.66-	
Payroll		138,558.51-	1,041,602.55-	
Journal Entries		81,517.23	1,262,290.37	
Dept Total		303,501.57	156,505.59	1,804,728.39-
12 Health & Human Services	0.00	440 Childrens Collaborative (H&Hs)		
Dept Total		0.00	0.00	0.00
12 Health & Human Services	188,681.36	481 Nursing-Community Health (H&Hs)		
Receipts		65,542.88	776,183.32	
Disbursements		9,259.61-	499,544.26-	
Payroll		57,216.70-	485,047.60-	
Journal Entries		0.00	207,688.45	

*HHS
508,469.89*

CATHYJ
8/12/15 9:25AM

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



TREASURER'S CASH TRIAL BALANCE

As of 07/2015

<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
Dept Total		933.43-	720.09-	167,961.27
Fund Total	243,457.24	195,146.04	175,052.39	418,509.63
 13 Road & Bridge Fund	 1,571,226.77			
Receipts		2,019,466.04	7,107,982.87	
Disbursements		2,167,569.86-	4,666,820.69-	
Payroll		161,871.04-	1,144,944.38-	
Journal Entries		2,055.00-	880,823.13	
Fund Total		312,029.86-	2,177,040.93	3,748,269.70
 14 Ditch Maintenance (Sr) Fund	 12,031.51			
Journal Entries		0.00	88.97	
Fund Total		0.00	88.97	12,120.48
 20 County-Wide Rehab (Sr) Fund	 189.13			
Receipts		0.00	0.12	
Journal Entries		0.00	0.12	
Fund Total		0.00	0.24	189.37
 21 800 MHz Project Fund	 0.00			
Fund Total		0.00	0.00	0.00
 22 Land Management Fund	 2,089,547.86			
Receipts		201,940.70	746,847.97	
Disbursements		946.27-	60,235.01-	
Payroll		7,603.72-	55,684.66-	
Journal Entries		1,175,349.73-	1,260,722.41-	

CATHYJ
8/12/15 9:25AM

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

TREASURER'S CASH TRIAL BALANCE

As of 07/2015



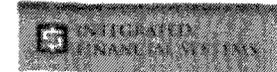
<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
Fund Total		981,959.02-	629,794.11-	1,459,753.75
29 Children's Collab (H&Hs) Agency Fund	440	Childrens Collaborative (H&Hs)		
	58,312.24			
Receipts		0.00	37,487.00	
Disbursements		1,000.00-	50,941.00-	
Journal Entries		0.00	44.43	
Dept Total		1,000.00-	13,409.57-	44,902.67
Fund Total	58,312.24	1,000.00-	13,409.57-	44,902.67
35 2004 Street Reconstruct Bond Fund				
	0.00			
Fund Total		0.00	0.00	0.00
37 County Railroad Authority				
	5,043.78			
Disbursements		0.00	500.00-	
Journal Entries		0.00	299.85	
Fund Total		0.00	200.15-	4,843.63
38 Building Fund				
	7,303.52			
Journal Entries		0.00	51,570.43	
Fund Total		0.00	51,570.43	58,873.95
39 2005A G.O. Jail Bonds				
	993,252.24			
Receipts		0.00	2,909.68	
Disbursements		311,880.63-	1,215,811.26-	
Journal Entries		0.00	754,832.65	
Fund Total		311,880.63-	458,068.93-	535,163.31

CATHYJ
8/12/15 9:25AM

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

TREASURER'S CASH TRIAL BALANCE

As of 07/2015



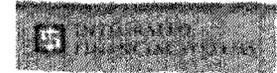
<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
40 2012 G.O. Courthouse Bonds	836,470.66			
Disbursements		193,625.00-	935,350.00-	
Journal Entries		0.00	584,211.48	
Fund Total		193,625.00-	351,138.52-	485,332.14
41 2005 Hra Bonds	0.00			
Fund Total		0.00	0.00	0.00
76 Group Health Ins Fund 5/1/95 (Gen)	712,304.76-			
Receipts		244,998.81	1,770,024.14	
Disbursements		253,741.46-	1,765,576.72-	
Journal Entries		4,208.00	30,296.00	
Fund Total		4,534.65-	34,743.42	677,561.34-
80 County Collections Agency Fund	19,014.47			
Receipts		10,871.68	487,837.71	
Disbursements		12,431.40-	488,451.60-	
Fund Total		1,559.72-	613.89-	18,400.58
82 Taxes And Penalties Agency Fund	963,797.96			
Receipts		1,028,641.56	20,787,849.87	
Disbursements		728,783.84-	12,051,150.04-	
Journal Entries		20,063.66	9,054,833.83-	
Fund Total		319,941.38	318,134.00-	645,663.96
84 East Central Drug Task Force Agency Fur	103,203.39			

CATHYJ
8/12/15 9:25AM

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

TREASURER'S CASH TRIAL BALANCE

As of 07/2015



<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
Receipts		32,088.23	129,438.13	
Disbursements		26.90-	103,137.80-	
Journal Entries		247.80-	477.60-	
Fund Total		31,813.53	25,822.73	129,026.12
89 H & Hs Collections Agency Fund	801 Non-Departmental			
	6,368.21			
Receipts		172,812.21	480,538.28	
Disbursements		17,887.14-	112,324.04-	
Journal Entries		129,029.34-	329,524.86-	
Dept Total		25,895.73	38,689.38	45,057.59
Fund Total	6,368.21	25,895.73	38,689.38	45,057.59
All Funds	9,858,890.57			
Receipts		5,774,244.60	38,522,895.79	
Disbursements		4,340,220.88-	26,097,935.67-	
SSIS		190,650.82-	1,512,987.66-	
Payroll		1,254,410.72-	9,298,757.44-	
Journal Entries		0.00	1,267.33-	
Total		11,037.82-	1,613,947.69	11,472,838.26



AGENDA REQUEST FORM

Date of Meeting: August 18, 2015

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

Agenda Item: Approval of Liquor Licenses

Department: Auditor

Cathy Clonard
Department Head signature

Background information on Item:

Approval of Liquor Licenses (On/Off/Sunday) for September 1, 2015 thru August 31, 2016

See the attached list

All subject to the County Board Approval

Action Requested:

Financial Impact:

LIQUOR LICENSE APPLICANTS

8/18/15

Pine County, MN 55063

Wings North 19379 Homestead Rd Pine City, MN 55063	On Sale and Sunday
Tanks Tavern-Cloverdale 39109 State Hwy 48 Hinckley, MN 55037	On Sale, Off Sale & Sunday
Nickerson Bar & Motel 94430 Main ST Nickerson, MN 55749	On Sale, Off Sale & Sunday
Pine City Country Club 10413 Golf Course Rd SW Pine City, MN 55063	On Sale & Sunday
Kurtz' Muffies on the Lake, LLC 13646 Muffies Lane Grasston, MN 555030	On Sale, Off Sale & Sunday
Chengwatana Country Club, LLC 29410 Beroun Crossing Pine City, MN 55063	On Sale, Off Sale & Sunday



AGENDA REQUEST FORM

Date of Meeting: August 18, 2015

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

Agenda Item: Approval of Tobacco Licenses

Department: Auditor

Cathy Clemet
Department Head signature

Background information on Item:

Approval of 2 tobacco licenses for new establishments:

Casey's General Store in Sandstone
Murphy USA #7599 in Pine City

Both are subject to the County Board approval.

Action Requested:

Financial Impact:



AGENDA REQUEST FORM

Date of Meeting: August 18, 2015

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

Agenda Item: Application for Premises Permit & Lease for Lawful Gambling Activity

Department: Auditor-Treasurer

Cathy Clemons
Department Head signature

Background information on Item:

Application for Premises Permit and Lease for Lawful Gambling Activity from Pokegama Lake Association to conduct Minnesota lawful gambling at Kurtz's Muffies on the Lake, LLC, 13646 Muffies Ln, Grasston, MN (Pokegama Twp).

Action Requested:

Financial Impact:

LG214 Premises Permit Application

Annual Fee \$150 (NON-REFUNDABLE)

REQUIRED ATTACHMENTS TO LG214

- 1. If the premises is leased, attach a copy of your lease. Use **LG215 Lease for Lawful Gambling Activity**.
- 2. \$150 annual premises permit fee, for each permit (non-refundable). Make check payable to "State of Minnesota."

Mail the application and required attachments to:

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

Questions? Call 651-539-1900 and ask for Licensing.

ORGANIZATION INFORMATION

Organization Name: Pokegama Lake Association

License Number: 02992

Chief Executive Officer (CEO) Chuck Royce

Daytime Phone: 320-629-7393

Gambling Manager: Doreen Grave

Daytime Phone: 320-679-5157

GAMBLING PREMISES INFORMATION

Current name of site where gambling will be conducted: Kurtz's Muffies on the Lake, LLC

List any previous names for this location:

Mitchell's Landing

Muffies

Street address where premises is located: 13646 Muffies Lane

(Do not use a P.O. box number or mailing address.)

City: OR Township:

County:

Zip Code:

Grasston

Pokegama

Pine

55030

Does your organization own the building where the gambling will be conducted?

Yes

No

If no, attach LG215 Lease for Lawful Gambling Activity.

A lease is not required if only a raffle will be conducted.

Is any other organization conducting gambling at this site?

Yes

No

Don't know

Note: Bar bingo can only be conducted at a site where another form of lawful gambling is being conducted by the applying organization or another permitted organization. Electronic games can only be conducted at a site where paper pull-tabs are played.

Has your organization previously conducted gambling at this site?

Yes

No

Don't know

GAMBLING BANK ACCOUNT INFORMATION; MUST BE IN MINNESOTA

Bank Name: Stearns Bank N.A. - Pine City

Bank Account Number: 1004695

Bank Street Address: 600 Hillside Ave SW

City: Pine City

State: MN

Zip Code: 55063

ALL TEMPORARY AND PERMANENT OFF-SITE STORAGE SPACES

Address (Do not use a P.O. box number):

City:

State: Zip Code:

12965 Lake Line Road

Pine City

MN

55063

MN

MN

ACKNOWLEDGMENT BY LOCAL UNIT OF GOVERNMENT: APPROVAL BY RESOLUTION

<p>CITY APPROVAL for a gambling premises located within city limits</p>	<p>COUNTY APPROVAL for a gambling premises located in a township</p>
City Name: <u>Grasston/Pokegama Township</u>	County Name: <u>Pine County</u>
Date Approved by City Council: _____	Date Approved by County Board: _____
Resolution Number: _____ (If none, attach meeting minutes.)	Resolution Number: _____ (If none, attach meeting minutes.)
Signature of City Personnel: _____	Signature of County Personnel: _____
Title: _____ Date Signed: _____	Title: _____ Date Signed: _____
<p>Local unit of government must sign.</p>	<p>TOWNSHIP NAME: _____</p> <p>Complete below only if required by the county. On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.)</p> <p>Print Township Name: <u>Pokegama Township</u></p> <p>Signature of Township Officer: _____</p> <p>Title: _____ Date Signed: _____</p>

ACKNOWLEDGMENT AND OATH

- | | |
|--|---|
| <ol style="list-style-type: none"> 1. I hereby consent that local law enforcement officers, the Board or its agents, and the commissioners of revenue or public safety and their agents may enter and inspect the premises. 2. The Board and its agents, and the commissioners of revenue and public safety and their agents, are authorized to inspect the bank records of the gambling account whenever necessary to fulfill requirements of current gambling rules and law. 3. I have read this application and all information submitted to the Board is true, accurate, and complete. 4. All required information has been fully disclosed. 5. I am the chief executive officer of the organization. | <ol style="list-style-type: none"> 6. I assume full responsibility for the fair and lawful operation of all activities to be conducted. 7. I will familiarize myself with the laws of Minnesota governing lawful gambling and rules of the Board and agree, if licensed, to abide by those laws and rules, including amendments to them. 8. Any changes in application information will be submitted to the Board no later than ten days after the change has taken effect. 9. I understand that failure to provide required information or providing false or misleading information may result in the denial or revocation of the license. 10. I understand the fee is non-refundable regardless of license approval/denial. |
|--|---|

<p><i>Charles Royce</i></p>	<p><u>7-29-15</u></p>
Signature of Chief Executive Officer (designee may not sign)	Date

<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 your organization's application. Your organization's name and address will be public</p>	<p>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;</p>	<p>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.</p>
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MINNESOTA LAWFUL GAMBLING
LG215 Lease for Lawful Gambling Activity

LEASE INFORMATION

Organization:	License/Site Number:	Daytime Phone:
Pokegama Lake Association	02992	320-629-7393
Address:	City:	State: Zip:
12965 Lake Line Road	Pine City	MN 55063
Name of Leased Premises:	Street Address:	
Kurtz's Muffies on the Lake, LLC	13646 Muffies Lane	
City:	State: Zip:	Daytime Phone:
Grasston	MN 55030	320-629-9979
Name of Legal Owner:	Business/Street Address:	
Karen Kurtz	13646 Muffies Lane	
City:	State: Zip:	Daytime Phone:
Grasston	MN 55030	320-629-3138
Name of Lessor (if same as legal owner, write "SAME"):	Address:	
SAME		
City:	State: Zip:	Daytime Phone:

Check applicable item:

New or amended lease. Effective date: 08/27/2015. Submit changes at least ten days **before** the effective date of the change.

New owner. Effective date: _____. Submit new lease **within** ten days after new lessor assumes ownership.

CHECK ALL ACTIVITY THAT WILL BE CONDUCTED (no lease required for raffles)

<input checked="" type="checkbox"/> Pull-Tabs (paper)	<input type="checkbox"/> Electronic Pull-Tabs
<input type="checkbox"/> Pull-Tabs (paper) with dispensing device	<input type="checkbox"/> Electronic Linked Bingo
<input checked="" type="checkbox"/> Bar Bingo <input type="checkbox"/> Bingo	Electronic games may only be conducted:
<input checked="" type="checkbox"/> Tipboards	1. at a premises licensed for the on-sale of intoxicating liquor or the on-sale of 3.2% malt beverages; or
<input checked="" type="checkbox"/> Paddlewheel <input type="checkbox"/> Paddlewheel with table	2. at a premises where bingo is conducted as the primary business and has a seating capacity of at least 100.

PULL-TAB, TIPBOARD, AND PADDLEWHEEL RENT (separate rent for booth and bar ops)

BOOTH OPERATION: Some or all sales of gambling equipment are conducted by an employee/volunteer of a licensed organization at the leased premises.

ALL GAMES, including electronic games: Monthly rent to be paid: _____%, not to exceed **10%** of gross profits for that month.

- Total rent paid from all organizations for only booth operations at the leased premises **may not exceed \$1,750**.
- The rent cap does not include BAR OPERATION rent for electronic games conducted by the lessor.

BAR OPERATION: All sales of gambling equipment conducted by the lessor or lessor's employee.

ELECTRONIC GAMES: Monthly rent to be paid: _____%, not to exceed **15%** of the gross profits for that month from electronic pull-tab games and electronic linked bingo games.

ALL OTHER GAMES: Monthly rent to be paid: 20%, not to exceed **20%** of gross profits from all other forms of lawful gambling.

- If any booth sales conducted by a licensed organization at the premises, rent may not exceed **10%** of gross profits for that month and is subject to booth operation **\$1,750** cap.

BINGO RENT (for leased premises where bingo is the primary business conducted, such as bingo hall)

Bingo rent is limited to one of the following:

- Rent to be paid: _____%, not to exceed **10%** of the monthly gross profit from all lawful gambling activities held during bingo occasions, excluding bar bingo.
- OR -
- Rate to be paid: \$ _____ per square foot, not to exceed **110%** of a comparable cost per square foot for leased space, as approved by the director of the Gambling Control Board. The lessor must attach documentation, verified by the organization, to confirm the comparable rate and all applicable costs to be paid by the organization to the lessor.
 - ⇒ **Rent may not be paid for bar bingo.**
 - ⇒ Bar bingo does not include bingo games linked to other permitted premises.

LEASE TERMINATION CLAUSE (must be completed)

The lease may be terminated by either party with a written 30 day notice. Other terms:

LG215 Lease for Lawful Gambling Activity

Lease Term: The term of this agreement will be concurrent with the premises permit issued by the Gambling Control Board (Board).

Management: The owner of the premises or the lessor will not manage the conduct of lawful gambling at the premises. The organization may not conduct any activity on behalf of the lessor on the leased premises.

Participation as Players Prohibited: The lessor will not participate directly or indirectly as a player in any lawful gambling conducted on the premises. The lessor's immediate family and any agents or gambling employees of the lessor will not participate as players in the conduct of lawful gambling on the premises, except as authorized by Minnesota Statutes, Section 349.181.

Illegal Gambling: The lessor is aware of the prohibition against illegal gambling in Minnesota Statutes 609.75, and the penalties for illegal gambling violations in Minnesota Rules 7865.0220, Subpart 3. In addition, the Board may authorize the organization to withhold rent for a period of up to 90 days if the Board determines that illegal gambling occurred on the premises or that the lessor or its employees participated in the illegal gambling or knew of the gambling and did not take prompt action to stop the gambling. Continued tenancy of the organization is authorized without payment of rent during the time period determined by the Board for violations of this provision, as authorized by Minnesota Statutes, Section 349.18, Subd. 1(a).

To the best of the lessor's knowledge, the lessor affirms that any and all games or devices located on the premises are not being used, and are not capable of being used, in a manner that violates the prohibitions against illegal gambling in Minnesota Statutes, Section 609.75.

Notwithstanding Minnesota Rules 7865.0220, Subpart 3, an organization must continue making rent payments under the terms of this lease, if the organization or its agents are found to be solely responsible for any illegal gambling, conducted at this site, that is prohibited by Minnesota Rules 7861.0260, Subpart 1, item H, or Minnesota Statutes, Section 609.75, unless the organization's agents responsible for the illegal gambling activity are also agents or employees of the lessor.

The lessor must not modify or terminate the lease in whole or in part because the organization reported, to a state or local law enforcement authority or to the Board, the conduct of illegal gambling activity at this site in which the organization did not participate.

Other Prohibitions: The lessor will not impose restrictions on the organization with respect to providers (distributor or linked bingo game provider) of gambling-related equipment and services or in the use of net profits for lawful purposes.

The lessor, the lessor's immediate family, any person residing in the same residence as the lessor, and any agents or employees of the lessor will not require the organization to perform any action that would violate statute or rule. The lessor must not modify or terminate this lease in whole or in part due to the lessor's violation of this provision. If there is a dispute as to whether a violation occurred, the lease will remain in effect pending a final determination by the Compliance Review Group (CRG) of the Board. The lessor agrees to arbitration when a violation of this provision is alleged. The arbitrator shall be the CRG.

Access to Permitted Premises: Consent is given to the Board and its agents, the commissioners of revenue and public safety and their agents, and law enforcement personnel to enter and inspect the permitted premises at any reasonable time during the business hours of the lessor. The organization has access to the premises during any time reasonable and when necessary for the conduct of lawful gambling.

Lessor Records: The lessor must maintain a record of all money received from the organization, and make the record available to the Board and its agents, and the commissioners of revenue and public safety and their agents upon demand. The record must be maintained for 3-1/2 years.

Rent All-Inclusive: Amounts paid as rent by the organization to the lessor are all-inclusive. No other services or expenses provided or contracted by the lessor may be paid by the organization, including but not limited to:

- trash removal
- electricity, heat
- snow removal
- storage
- janitorial and cleaning services
- other utilities or services
- lawn services
- security, security monitoring
- cost of any communication network or service required to conduct electronic pull-tabs games or electronic bingo
- in the case of bar operations, cash shortages.

Any other expenditures made by an organization that is related to a leased premises must be approved by the director of the Board. Rent payments may not be made to an individual.

ACKNOWLEDGMENT OF LEASE TERMS

I affirm that this lease is the total and only agreement between the lessor and the organization, and that all obligations and agreements are contained in or attached to this lease and are subject to the approval of the director of the Gambling Control Board.

Other terms of the lease:

NONE

Signature of Lessor: _____ Date: _____

Signature of Organization Official (Lessee): _____ Date: _____

Karen Kurty
 Karen Kurty, Owner

Doreen Grave
 DOREEN GRAVE, Gambling Manager

Questions? Contact the Licensing Section, Gambling Control Board, at 651-539-1900. This publication will be made available in alternative format (i.e. large print, braille) upon request. **Data privacy notice:** The information requested on this form and any attachments will become public information when received by the Board, and will be used to determine your compliance with Minnesota statutes and rules governing lawful gambling activities.



AGENDA REQUEST FORM

Date of Meeting: August 18, 2015

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

Agenda Item: Agreement for Prosecution Services

Department: County Attorney


Department Head signature

Background information on Item:

The City of Askov is requesting prosecution services from the Pine County Attorney's Office. An Agreement has been reached wherein the City of Askov will pay \$100.00 per case file submitted to the County Attorney's Office for review or charging of violations of blight and city nuisance ordinances.

This Agreement will continue until either party terminates, with or without cause, upon a 90 day notice in writing. During the term of the Agreement, the County will not increase the fees stipulated in this Agreement.

The County Attorney's Office will provide prosecution services in the same manner as other criminal prosecutions related to the County Attorney by law.

Action Requested:

Review and approval by County Board

Financial Impact:

This will be income generated for the Pine County Attorney's Office to be used in staffing or other prosecutorial purposes.

AGREEMENT FOR PROSECUTION SERVICES

THIS AGREEMENT is made and entered into by and between the COUNTY OF PINE and the PINE COUNTY ATTORNEY, hereinafter referred to as the "County," and the CITY OF ASKOV, MINNESOTA, hereinafter referred to as the "City," both political subdivisions of the State of Minnesota;

WHEREAS, Minnesota Statutes § 484.87 subdivision 3, allows for the City to enter into an Agreement with the County Board and the County Attorney for the County to provide such prosecution services for criminal offenses that occur within the City. These "prosecution services" under this Agreement include only the following: prosecuting misdemeanor violations of the nuisance and blight ordinances as contained within Chapter 8 of the City of Askov's Ordinances;

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

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

1. TERM AND COST OF THE AGREEMENT

- a. The County will provide the City with the prosecution services for the above-referenced blight and nuisance cases that occur within the jurisdiction of the City beginning August 1, 2015. This Agreement will continue for the term of one year. Any Agreement for prosecution services for future years will be finalized by January 1 of the year such service is to commence. If such an Agreement is not reached, this Agreement will expire at the end of the term.
- b. Beginning August 1, 2015, the City will pay \$100.00 per case file submitted to the County for review or charging of violations of the above-referenced ordinance, said money to be used to fulfill this Agreement, including the payment of the salary, benefits, and other costs incurred by the County in performance of its obligations. The County will bill the City for services.
- c. The County will provide all prosecution services, administrative services, overhead, secretary and paralegal support in fulfilling its obligations under and for the term of this Agreement. The City will designate an official as the nuisance commissioner under the ordinance, and shall investigate, conduct follow-up and provide the County with all evidence so that the matter may be appropriately prosecuted. The nuisance commissioner shall remain the County's point of contact with the City on these cases, and shall advise as to the progress of the

cases and the appropriateness of any agreements. The City will cover all costs associated with the performance of the nuisance commissioner's duties. The nuisance commissioner is responsible for delivering a complete case file to the County for review.

2. **MODIFICATION**

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

3. **TERMINATION OF AGREEMENT**

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

4. **INTEGRATION**

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

5. **SERVICES SPECIFICALLY EXCLUDED**

The Parties acknowledge and agree that as a term or condition of this contract, the County will not provide representation to the City of criminal prosecution related matters, if any, venued in any federal district, federal appellate court, or state appellate court. Further, the Agreement does not include any services for the City by the County which are civil in nature or outside the scope of the nuisance and blight ordinances, or otherwise not related to the prosecutorial function.

6. **PROSECUTORIAL DISCRETION**

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

7. **RELEASE AND INDEMNIFICATION**

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

8. **DATA PRACTICES**

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

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

Dated: 7.30.15

CITY OF ASKOV

By: *To [Signature]*
Mayor

Attest: *Michelle Bang*
City Administrator

Dated: _____

COUNTY OF PINE

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

By: _____
Cathy J. Clemmer
County Auditor

Dated: _____

PINE COUNTY ATTORNEY

By: _____
Reese Frederickson
County Attorney



AGENDA REQUEST FORM

Date of Meeting: 8/18/2015

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

Agenda Item: Grant regular status to HHS employees

Department: HHS

Rebecca Foss
Department Head signature

Background information on Item:

Rona Duvall and Patrick Meacham began their employment with HHS on February 23, 2015. They have done an excellent job during their probationary time and both have proven to be an asset to the organization. Their probation period ends in August.

Action Requested:

Grant regular, full-time status to Rona Duvall and Patrick Meacham effective August 23, 2015.

Financial Impact:

N/A



AGENDA REQUEST FORM

Date of Meeting: August 18, 2015

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

Agenda Item: Approve hiring of Highway Maintenance Worker

Department: Administrator



Department Head signature

Background information on Item:

On June 24, 2015 and July 29, 2015, interviews were conducted with nine candidates for the Highway Maintenance Worker position. The interview panel consisted of Human Resources Manager Matt Christenson, Fleet Supervisor Ed Eiffler, Maintenance Supervisor Terry Clementson and Maintenance Supervisor Todd Booker.

Jerry Kunze proved to be a qualified candidate through this process and has accepted an offer contingent on board approval and a successful background check. The background check is currently in progress. This position is a full-time AFSCME Road and Bridge Maintenance union position.

Action Requested:

Approve the hiring of Jerry Kunze, Highway Maintenance Worker (B23), at an hourly rate of \$14.35 per hour, step 1 of the 2014 wage scale. The offer is contingent upon a successful back ground investigation with an expected start date of August 19, 2015.

Financial Impact:

\$14.35/hr (budgeted position)

MINUTES
of
Pine County Facilities Committee Meeting
Wednesday, August 5, 2015, 9:00 a.m.
Commissioners' Conference Room
Pine County Courthouse, Pine City, Minnesota

Members present: Commissioner Matt Ludwig, Commissioner Josh Mohr

Others Present: Pete Umbreit, Lead Maintenance Worker; David Minke, County Administrator

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

Agenda Additions: Card readers for other Pine County buildings

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 July 6, 2015 Facility Committee meeting. Second by Commissioner Ludwig. Motion carried 2-0.

1. Card Readers

Lead Maintenance Worker Pete Umbreit reviewed that IT Supervisor Ryan Findell is looking at installation of card readers for the Pine Government Center (four exterior doors and four interior doors). The cost is approximately \$2,000 per door.

Discussion was held as to:

- a. possibility of installation of fewer card readers
- b. auto timers for locking/unlocking of public doors
- c. using of prox cards versus keys -- more about increased security versus savings.

2. Old Hospital Complex in Sandstone

Sandstone Mayor Carl Steffen inquired if the county would be interested in purchasing the old hospital complex (hospital, clinic, nursing home). The complex is approximately 70,000 square feet and currently has some tenants. It was determined that the county does not have a need for the space. The County's role may be to assist, through involvement of the economic development coordinator, the owner in marketing the property or identifying potential reuse possibilities. Commissioner Ludwig stated he would like to keep the idea of a new building in the future for HHS in Sandstone.

3. Other

- a. The Committee inquired as to the status of the fencing at the Sandstone Impound Lot. Commissioner Ludwig requested an update on the impound lot be placed on the September Facilities Committee agenda.
- b. The Committee discussed the 20-acre parcel of county land north of the Hinckley industrial park.

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

PINE COUNTY PERSONNEL COMMITTEE

Minutes

August 11, 2015 9:00 a.m.

Commissioners' Conference Room, Pine County Courthouse
Pine City, Minnesota

Members: Commissioner Chaffee
Commissioner Rossow

Present: County Administrator David Minke, County Attorney Reese Frederickson, County Sheriff Jeff Nelson, Land Services Director Kelly Schroeder, Human Resources Manager Matt Christenson

- A. The meeting was called to order at 9:00 a.m.
- B. The agenda was approved with the following additions:
 - a. 3(a) – Approve a \$1.00 per hour increase for Jail Administrator Rick Boland effective June 2, 2015.
 - b. 3(b) – Acknowledge the resignation of Deputy Sheriff Leah Schmidt effective August 24, 2015 and approve backfill.
- C. The minutes from the July 14, 2015 Personnel Meeting were approved.
 1. HHS
 - a. Acknowledge the retirement of Account Tech (B22) Carol Ferrie effective November 13, 2015 and approve immediate backfill for job shadowing purposes up to Carol's retirement date. HHS Director Becky Foss presented information on a request to acknowledge the retirement of Account Tech Carol Ferrie and approving immediate backfill for job shadowing purposes up to Carol's retirement date. Additional personnel costs will be made up in 2016 due to the incoming employee's lower starting wage.
Commissioner Chaffee motioned to recommend acknowledging the retirement of Account Tech (B22) Carol Ferrie effective November 13, 2015 and approve immediate backfill for job shadowing purposes up to Carol's retirement date for approval, Commissioner Rossow seconded. Motion carried 2-0.
 2. Assessor
 - a. Acknowledge the resignation of Property Assessor (B24) Dave Anderson effective August 7, 2015 and approve backfill. Land Services Director Kelly Schroeder presented information on the resignation of a Property Appraiser and a request for backfill. Discussion was held as the potential applicant pool for the Property Appraiser position in Pine County.
Commissioner Chaffee motioned to recommend acknowledging the resignation of Property Assessor (B24) Dave Anderson effective August 7, 2015 and approve backfill for approval, Commissioner Rossow seconded. Motion carried 2-0.
 3. Other
 - a. Approve a \$1.00 per hour increase for Jail Administrator Rick Boland effective June 2, 2015. Sheriff Jeff Nelson presented information on a request for a \$1.00 per hour performance increase for Jail Administrator Rick Boland. Discussion was held as to the budget impact of the action.
Commissioner Rossow motioned to recommend a \$1.00 per hour increase for Jail Administrator Rick Boland, pursuant to Section 10.5 of the county Policies & Procedures manual effective June 2, 2015 for approval, Commissioner Chaffee seconded. Motion carried 2-0.

- b. Acknowledge the resignation of Deputy Sheriff Leah Schmidt effective August 24, 2015 and approve backfill. Sheriff Jeff Nelson presented information on a Deputy resignation and corresponding backfill. Discussion was held as to current PCSO staffing and the status of the current hiring process.

Commissioner Rossow motioned to recommend for approval acknowledging the resignation of Deputy Sheriff Leah Schmidt effective August 24, 2015 and corresponding backfill for approval, Commissioner Chaffee seconded. Motion carried 2-0.

- c. Springsted classification and compensation study update. Human Resources Manager presented information on the pending classification and compensation study being completed by Springsted.
- d. Labor negotiations update. Discussion was held as to the current status of labor negotiations.
- e. 2016 personnel budget update. County Administrator David Minke presented information on pending 2016 personnel staffing requests.

- 4. The meeting was adjourned at 10:15 a.m.



AGENDA REQUEST FORM

Date of Meeting: August 18, 2015

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

Agenda Item: County Board review of proposed Land acquisitions by Mn DNR

Department: Auditor-Treasurer

Cathy Clemmer
Department Head signature

Background information on Item:

In accordance with M.S. 97A.145, Subd 2, a letter regarding the Pine County Board review of proposed land acquisitions for Rutledge and V & S 1 Wildlife Management Area expansion was sent to Cathy Clemmer for presentation to the County Board. The Rutledge area (Slade property) covers 480 acres consisting of 7 tax parcels with a 2016 Estimated Market Value of \$215,500.00 and \$1,688.00 for the 2015 real estate taxes. The V & S 1 Wildlife Management Area expansion (Erhart property) covers 381 acres consisting of 7 tax parcels with a 2016 Estimated Market Value of \$470,200.00 and \$6,162.00 for the 2015 real estate taxes.

Estimated PILT funds to be received for the acquisition and removal from the tax rolls is a total of \$9,180.00.

The Erhart acquisition requires a county board resolution approving the acquisition.

Chris Balzer, Area Wildlife Manager for the MN DNR will be in attendance at the board meeting to answer any questions or concerns.

Action Requested:

Approval of Resolution for the Erhart property

Financial Impact:



Minnesota Department of Natural Resources

1604 Highway 33 South
Cloquet, MN 55720
218-878-5665

July 23, 2015

Cathy J. Clemmer, County Auditor-Treasurer
635 Northridge Drive NW
Pine City, MN 55063

Re: County Board review of proposed land acquisitions for Rutledge and V & S 1 WMAs.

Dear Ms. Clemmer and Pine County Commissioners,

The Minnesota DNR is in the process of acquiring two parcels in Pine County to be developed as Wildlife Management Areas (WMA).

- 1) The Jamie Slade Property is a 480 acre parcel that will be purchased by Pheasant Forever (PF) and the Minnesota Sharp-Tailed Grouse Society (MSGS) using a Lessard Sams Outdoor Heritage Council (LSOHC) grant. This parcel would then be donated to the DNR and would become part of the Rutledge WMA.
- 2) The second parcel is owned by Danford and Kathy Erhart. This parcel is 381 acres and would be purchased directly with DNR funds. This parcel would become part of the V & S 1 WMA.

In accordance with Minnesota Statutes 97A.145, Subd. 2, the DNR is required to notify the county board of lands we intend to purchase, and obtain a county board resolution approving the acquisition. For the Erhart parcel this is the process we must follow. For the Slade property, since the land would be acquired by a private party (PF/MSGS), and then donated to DNR, we are not required to obtain a county board resolution. However, since the ultimate result is more state-owned land in the county we want to make sure the board is supportive of this effort. The purpose of this letter is to provide the Pine County Board of Commissioners with information concerning the lands that DNR and/or PF/MSGS are proposing to acquire and to schedule a time when we could meet with the board to answer any questions.

Below I have summarized some background information for the two parcels/WMAs:

Rutledge WMA:

- The Rutledge WMA is 360 acres at this time.
- The Jamie Slade Tract would add 480 acres to the Rutledge WMA for a total of 840 acres.
- The overriding management objective for this WMA is to protect critical brushland\openland habitat with an emphasis on sharp-tailed grouse habitat.
- Other wildlife species also use and benefit from these brushland habitats including: deer, waterfowl, sandhill cranes, furbearers, woodcock and a variety of small mammals.
- Species of greatest conservation need that depend or use brushland habitat include: bobolink, loggerhead shrike, short eared owl, yellow rail, eastern meadowlark, American bittern, northern harrier, golden winged warbler, Henslow's sparrow, Le Conte's sparrow, Nelson's sharp-tailed sparrow, and American woodcock.





Minnesota Department of Natural Resources

1604 Highway 33 South
Cloquet, MN 55720
218-878-5665

- Sharp-tailed grouse numbers have been declining in East Central Minnesota and the brushland habitat in or near the Rutledge WMA may provide an important link to maintaining sharp-tail numbers in Northern Pine County.
- Rutledge WMA is mostly used by hunters, trappers, and birdwatchers.

Jamie Slade Tract:

- This 480 acre parcel is located in sections 20 and 21 of T44N, R19W.
- An active sharp-tailed grouse lek occurred on the property until 1996.
- This parcel is part of an actively managed brushland management area (BMA) that includes significant private cooperation and past investment in habitat improvement work dating back to the mid 1990's. Mr. Slade has been very cooperative in these past habitat improvement projects.
- Payable 2014 property taxes = \$1,692.
- The estimated State in-lieu of tax payment (PILT) would be \$2,430 (3/4 of 1% of appraised value), based on a recent appraisal of \$324,000.

V&S 1 WMA:

- The V&S 1 WMA is currently 220 acres.
- The Erhart Tract would add 381 acres to this WMA for a total of 601 acres
- The V&S WMA contains high quality wetlands and riparian forest
- V&S WMA is mostly used for hunting, fishing, canoeing, trapping, and bird watching
- It provides good opportunities for hunting deer, bear, waterfowl, and turkeys close to the Pine City.

Erhart Tract:

- This tract is 381 acres in sections 2,3,10 and 11 in T38N, R22W.
- It contains or abuts to more than 1.75 miles of the Snake River. It contains a large complex of diverse riparian wetlands and old river channels. This habitat supports diverse fish, wildlife, and mussel populations.
- This tract will expand upon the recreational opportunities already provided by V&S 1 WMA.
- This tract would connect the V&S 1 WMA to the Kraft WMA creating a larger protected corridor along the Snake River.
- Payable 2014 property taxes = \$5,822 without the house and the 4.47 acre parcel it sits on.
- The estimated State in-lieu of tax payment (PILT) would be \$6,750 (3/4 of 1% of appraised value), based on an agreed to purchase price of \$900,000 (this also excludes the building site as this will be retained by the Erhart's).





Minnesota Department of Natural Resources

1604 Highway 33 South
Cloquet, MN 55720
218-878-5665

These acquisitions provide a unique opportunity to enhance and protect critical brushland and riparian habitat in Pine County.

Currently there are 17 WMAs in Pine County for a total of 5,801 acres. These WMAs provide significant outdoor recreation for the people of Pine County as well as people living statewide or beyond. The hunters, trappers, rice harvesters, berry pickers, bird watchers, hikers and others who use WMAs in Pine County, and the contractors we hire to develop and improve access facilities and wildlife habitat on them, all provide revenue and economic benefits to the local economy.

Please contact me if you have any questions or need additional information. I look forward to meeting with the County Board to discuss this project. Thank you for considering our request.

Sincerely,

Chris Balzer
Area Wildlife Manager

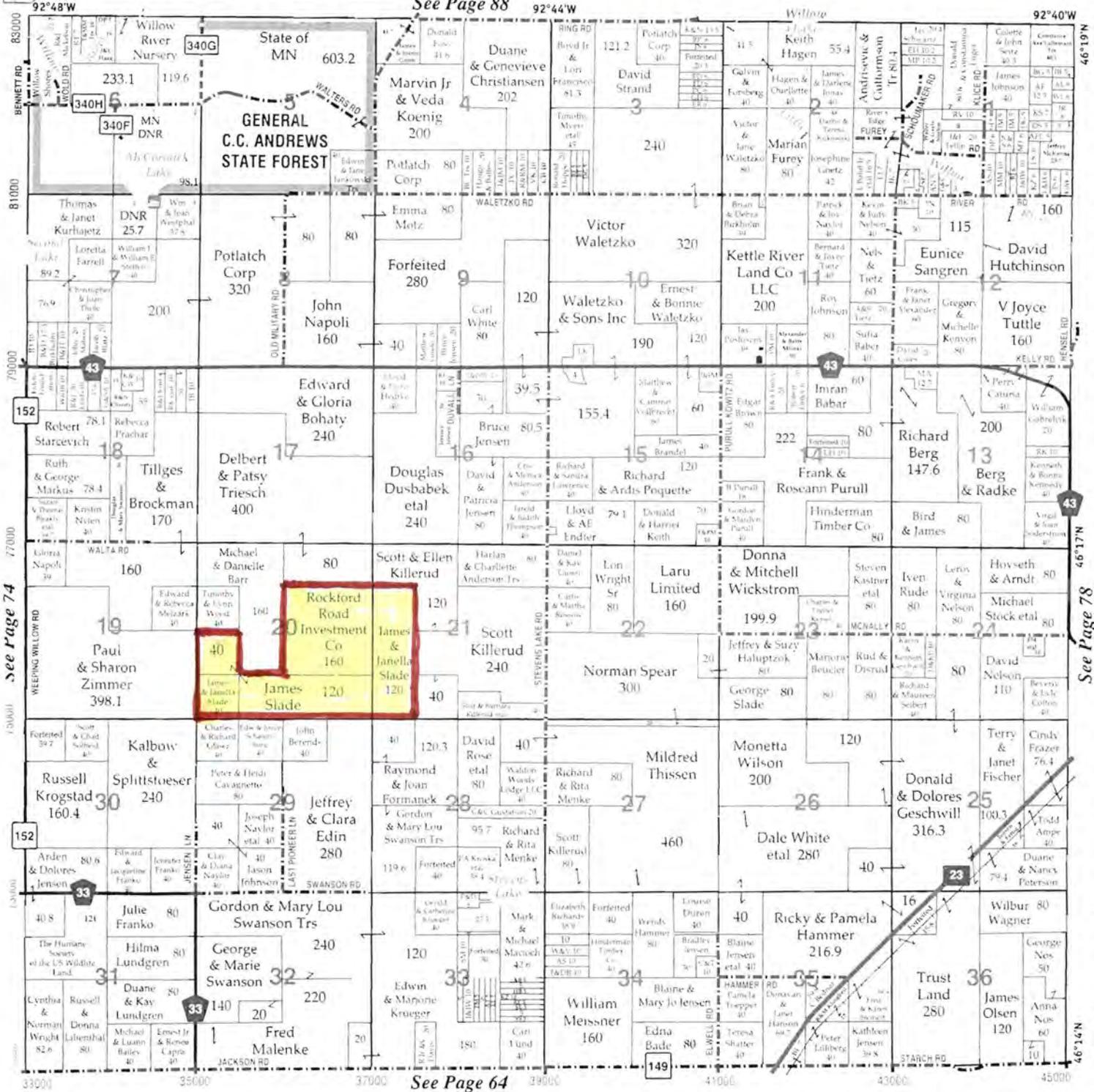


35. Norman

T.44N. - R.19W.

©2006 cloud cartographics, inc. st. cloud, mn 56301

See Page 88



See Page 74

See Page 78

See Page 64

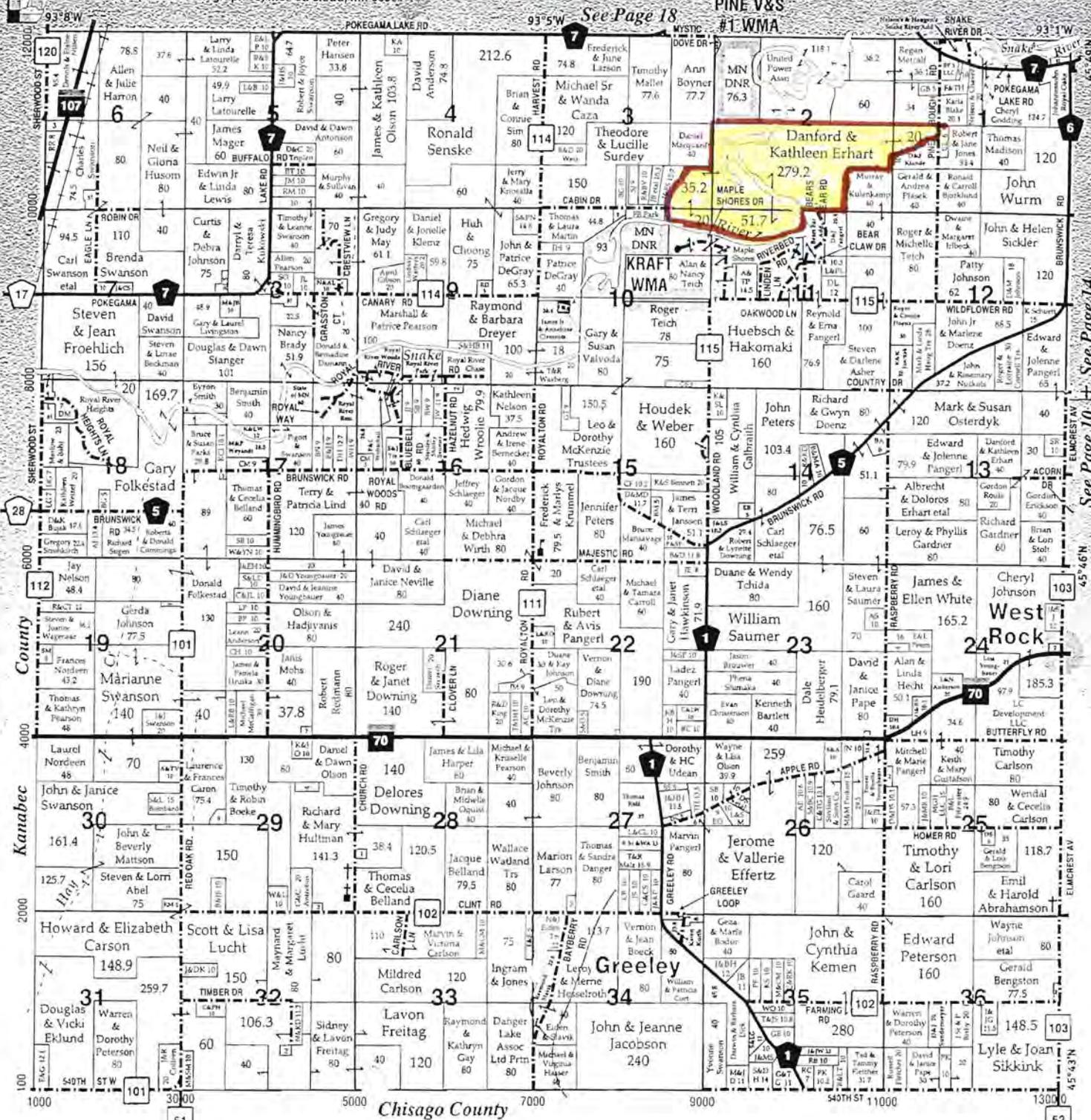
Gustafson LUMBER

(320) 384-6550
 (320) 384-7476
 PO Box 368
 201 South HWY 61
 Hinckley, MN 55037

MARK HAUG CONSTRUCTION

commercial contractors

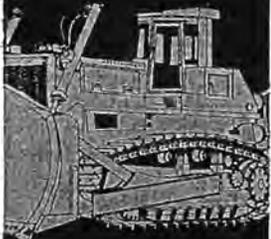
(320) 629-6607
 (320) 629-3210 fax
 1100 Holstein Dr. NE
 Pine City, MN 55063



Doenz EXCAVATING

Dick & Gwyn Doenz
(320) 629-3819

10600 Country Drive
 Pine City, MN 55063



NORTH COUNTRY APPRAISALS

Ph (320) 233-7151
 Fx (320) 233-7175

Elaine H. Steeg
 68508 Michaelson Rd N
 Finlayson, MN 55735

Certified General Appraiser License #4002934



Legend

-  Access Easement
-  Slade Tract
-  Rutledge WMA Boundary
-  Project Proposal Boundary
-  Rutledge WMA Tracts

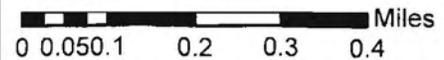
Slade Acquisition - Rutledge WMA

Pine County - Norman Township

T44N - R19W - Sec. 20, 21

Nearest Intersection:
Swanson Rd. and Pioneer Rd.
Nearest 911 Address:
74699 Pioneer Rd.
Askov, MN 55704
Size: 476.86 GIS Acres

Geographical Scale



Pine County V&S 1 WMA
Pine County
T39N R22W Sections 34 & 35
T38N R22W Sections 1, 2, 3, 10, & 11

Exhibit A

Legend

- U.S. Trunk Highway
- County Highway
- Township or Other Road
- PLS Section Line
- WMA Project Boundary
- State Wildlife Management Area Boundaries
- Ownership Tract

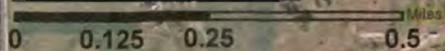
WMA Project Proposal Land Cover

- Brush
- Cropland - C
- Developed, barren areas - X
- Grassland - G
- Hayland (tame) - HT
- Hayland (wild) - HW
- Marsh - M
- Marsh/Water - MW
- Open Water - OW
- Pasture - P
- Trees - T



Locator Map

1:15,489
 4 inches = 1 mile



Cabin Drive



10
 Kraft WMA

Pine County V&S 1 WMA

Pine County V&S 1 WMA

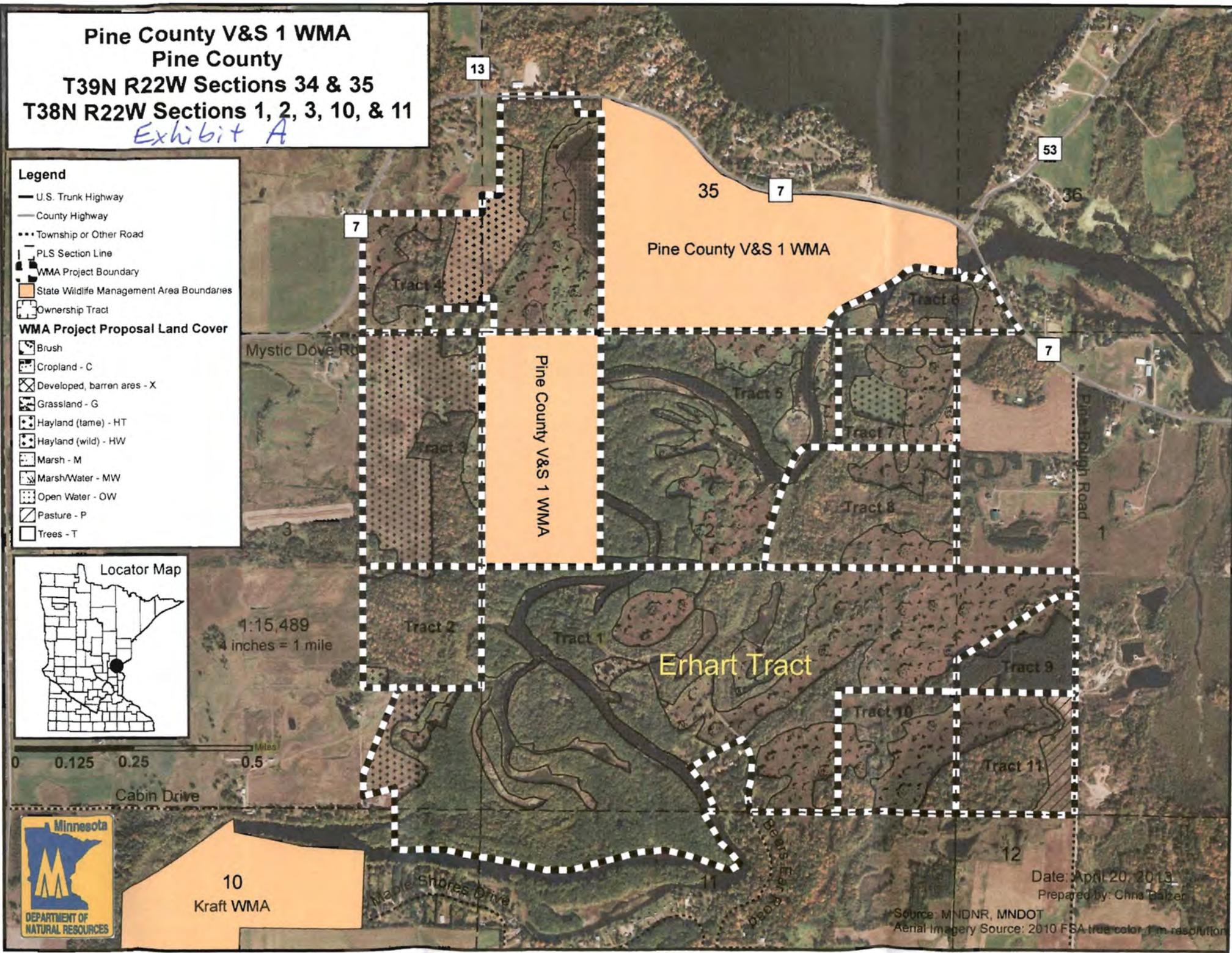
Erhart Tract

Maple Shores Drive

Bears Ears Road

Date: April 20, 2013
 Prepared by: Chna Balzer

Source: MNDNR, MNDOT
 Aerial Imagery Source: 2010 FSA true color 1 m resolution



Pine County
Board of County Commissioners
Review of Proposed State Land Acquisition
Resolution 2015-30

In accordance with Minnesota Statutes 84.944, Subd. 3 and 97A.145, Subd. 2, the Commissioner of the Department of Natural Resources on August 18, 2015 provided the county board with a description of lands to be acquired by the State of Minnesota for inclusion in the Pine County V&S 1 WMA.

Lands to be acquired are described as follows:

See attached Exhibit A

IT IS HEREBY RESOLVED, by the Board of County Commissioners of Pine County on August 18, 2015 that the State's proposed acquisition of the attached described property be approved.

This resolution was presented by Commissioner _____, seconded by Commissioner _____ and upon vote was duly adopted.

I, Cathy J. Clemmer, County Auditor-Treasurer of the County of Pine, State of Minnesota, certify that the foregoing resolution is a true and correct excerpt of the minutes of the Board of County Commissioners, County of Pine, State of Minnesota held at Pine City, Minnesota, on the 18th day of August, 2015.

Cathy J. Clemmer
Pine County Auditor-Treasurer
Pine County, Minnesota

Exhibit A –DRAFT LEGAL DESCRIPTION

Pine V&S WMA (WMA00418)

Acquisition No.160181

Danford W. and Kathleen A. Erhart

Pine County

That part of the Northwest Quarter of the Southwest Quarter Section 1 described as follows: Beginning at the northeast corner of said Northwest Quarter of the Southwest Quarter; thence south along the east line of said Northwest Quarter of the Southwest Quarter 425 feet; thence west parallel to the north line of said Northwest Quarter of the Southwest Quarter 270 feet; thence South 28 degrees West 250 feet; thence southwest 940 feet, more or less, to a point on the west line of said Northwest Quarter of the Southwest Quarter which is 430 feet north of the southwest corner of said Northwest Quarter of the Southwest Quarter; thence north along said west line to the northwest corner of said Northwest Quarter of the Southwest Quarter; thence east along the north line of said Northwest Quarter of the Southwest Quarter to the point of beginning and there terminating.

AND

The North Half of the Southeast Quarter Section 2, the Southwest Quarter of the Southeast Quarter of Section 2 EXCEPT the south 700 feet of the west 500 feet, the Southwest Quarter of Section 2 EXCEPT that part described as follows: Beginning at the southeast corner of said Southwest Quarter; thence north along the east line of said Southwest Quarter 700 feet; thence deflecting 105 degrees to the left 700 feet, more or less, to the westerly shore of the Snake River; thence southeasterly along said westerly shore 750 feet, more or less, to the south line of said Southwest Quarter; thence east along said south line 180 feet, more or less, to the point of beginning and there terminating.

AND

The north 150 feet of the south 190 feet of the east 75 feet of the Southwest Quarter of the Southeast Quarter Section 3;

AND

That part of the Southeast Quarter of the Southeast Quarter of Section 3, which lies easterly of the following described Line "A", Line "A" is described as follows; Beginning at a point on the north line of said Southeast Quarter of the Southeast Quarter, distant 500 feet easterly of the northwest corner of said Southeast Quarter of the Southeast Quarter; thence southwesterly 1020.73 feet, more or less, to a point on the west line of said Southeast Quarter of the Southeast Quarter distant 900 feet southerly of said northwest corner; thence southerly along said west line

422.79 feet, more or less, to the southwest corner of said Southeast Quarter of the Southeast Quarter and Line "A" there terminating, EXCEPT that part of the west 600 feet of said Southeast Quarter of the Southeast Quarter, which lies southerly of the following described line: Beginning at the northeast corner of the south 289 feet of said west 600 feet; thence westerly to the northwest corner of the south 123 feet of the west 100 feet of said Southeast Quarter of the Southeast Quarter and there terminating, EXCEPT from the aforementioned EXCEPTION, the south 123 feet of the west 100 feet of said Southeast Quarter of the Southeast Quarter.

AND

That part of the Northeast Quarter of the Northeast Quarter Section 10, which lies easterly of the west 600 feet lying northerly of the Snake River.

AND

The Northwest Quarter of the Northwest Quarter Section 11 which lies northerly of the Snake River, the Northeast Quarter of the Northwest Quarter Section 11 which lies northerly and westerly of the Snake River, and that part of West Half of the Northwest Quarter of the Northeast Quarter Section 11 described as follows: Commencing at the most easterly corner of Lot 6, Block 1, of the recorded plat of BEARS EAR 1ST ADDITION; thence on an assumed bearing of North 63 degrees 20 minutes 45 seconds East 66.0 feet to a point of curvature on the easterly line of said BEARS EAR 1ST ADDITION and the point of beginning; thence North 63 degrees 20 minutes 45 seconds East 104.17 feet, more or less, to the east line of said West Half; thence northerly along said east line 387.48 feet, more or less, to the northeast corner of said West Half; thence westerly along the north line of said West Half a distance of 313.33 feet to the easterly line of said BEARS EAR 1ST ADDITION; thence southerly along said easterly line 483.21 feet, more or less, to the point of beginning.

ALL in Township 38 North, Range 22 West, Pine County, Minnesota.

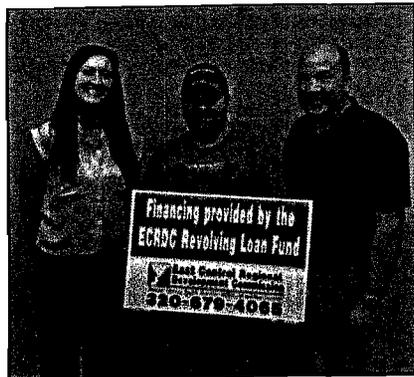
REVOLVING LOAN FUND

The East Central Regional Development Commission (ECRDC) established a Loan Fund for business development. It is designed to offer fixed asset financing for new, expanding and relocating businesses.

Projects must be located within the following counties:

- Chisago
- Isanti
- Kanabec
- Mille Lacs
- Pine

The Loan Fund includes both Federal EDA and local dollars contributed by several communities or jurisdictions as matching funds.



*BowDaddy Archery Company
Jenn Russell—ECRDC Economic Development Director,
William Johnson—Loan Recipient, and Robert Voss,
ECRDC Executive Director*



*Revolving Loan Fund loan made to
Sandstone Area Golf Course.*

EAST CENTRAL REGIONAL DEVELOPMENT COMMISSION

The ECRDC is a public agency whose board members are represented by officials appointed by county boards, townships, municipalities, school boards, and citizens at large.

"The mission of the ECRDC is to provide services and resources which enhance the ability of the regions residents and units of government to effectively problem solve and establish a quality of life desired by the citizens of the region."

Economic Development
100 Park Street South
Mora, MN 55051
Office: (320) 679-4065 #29
Fax: (320) 679-4120
www.ecrdc.org

ECRDC REVOLVING LOAN FUND



Revolving Loan Fund loan made to Freedom Center in Princeton. Pictured (l-r) Jennifer Russell—ECRDC Economic Development Director, Cheryl Minks—Owner, Robert Voss—ECRDC Executive Director, Cindi Naumann—Owner, Mark Karnowski—Princeton City Administrator, and Ben Montzka—ECRDC Chairman

East Central Regional
Development Commission
100 Park Street South
Mora, MN 55051
(320) 679-4065 #29



*RLF Loan Recipient
Wild River Veterinary Clinic—Pine City*

PURPOSE OF THE LOAN

- To create or retain permanent, private sector full-time jobs in the region
- To provide capital for business development and expansion within the region
- To leverage other public and private investment in order to achieve maximum number of jobs per loan fund dollar
- To bolster the tax bases of local units of government

ELIGIBLE COSTS

- Acquisition and/or improvements of land, buildings, plant and equipment
- New construction or renovation of existing facilities
- Demolition and site preparation
- Machinery purpose

INELIGIBLE COSTS

- Professional fees
- Acquisition or improvements of real property for subsequent leasing

PARTICIPATION CRITERIA

- Exhausted traditional financing opportunities
- Leverage new investment by a local lender
- Borrower's equity contribution of at least 10% of the total project cost
- Goal is to create or save one (1) full time job for every \$10,000 in Loan Fund dollars

TERM OF THE LOAN

- Average loan 3 to 5 years

MAXIMUM LOAN

- No more than 49% of the cost of a project that does included local bank participation

INTEREST RATES

- Comparable with banks
- Interest may be charged on a stepped or graduated schedule

LOAN FEES

- 1% of loan and legal fees
- All origination fees will be used only for the administration of the fund

COLLATERAL

REQUIREMENTS

- No unsecured loans are made
- Loans will be collateralized by any assets and any possible security positions deemed appropriate by the Loan Committee

NEED CRITERION

- It is the policy and purpose of the RLF Committee to provide gap financing to business projects that offer job creation and private investment gains to the regional economy.

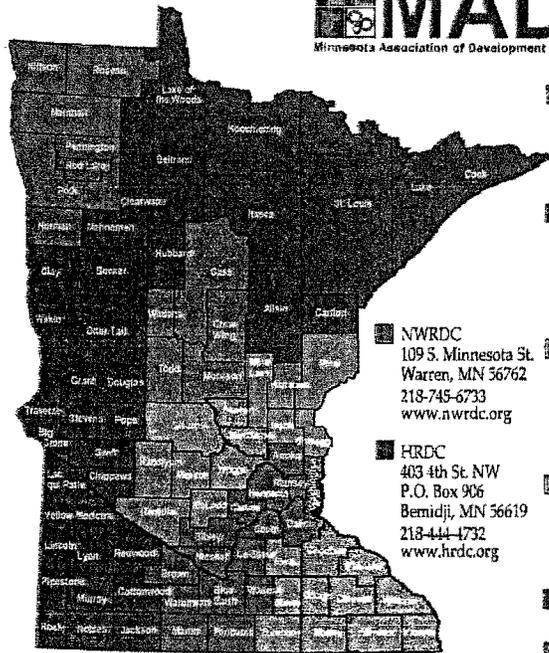
LOAN APPLICATION

- To receive the full loan application packet and guidelines, please contact.

ECRDC OFFICE
Economic Development
(320) 679-4065 #29



*RLF Loan Recipient
Star Quality Glass – Cambridge*



- ARDC
221 West 1st St.
Duluth, MN 55802
218-722-5545
www.ardc.org
- West Central Initiative
1000 Western Ave.
P.O. Box 318
Fergus Falls, MN 56538
218-739-2239
www.wclf.org
- NWRDC
109 S. Minnesota St.
Warren, MN 56762
218-745-6733
www.nwrdc.org
- HRDC
403 4th St. NW
P.O. Box 906
Bemidji, MN 56619
218-444-4732
www.hrdc.org
- UMVRDC
323 W. Schlieman Ave.
Appleton, MN 56208
320-289-1961
www.umvrdc.org
- MMDC
333 6th St. SW
Suite 2
Willmar, MN 56201
320-235-3504
www.mmrdc.org
- R5DC
200 1st St. NE
Suite 2
Staples, MN 56479
218-394-3233
www.regionfive.org
- ECRDC
100 Park St. S.
Mora, MN 55051
320-679-4063
www.ecrdc.org
- Met Council
www.metcouncil.org
- SRDC
2401 Broadway Ave.
Suite 1
Slayton, MN 56172
507-836-8547
www.swrdc.org
- RNDC
10 Civic Center Plaza
Suite 3
P.O. Box 3367
Mankato, MN 56002
507-387-3643
www.rndc.org
- Non-RDC area

OVER

There are 9 Regional Development Commissions (RDCs) in Minnesota covering 63 counties. The West Central Initiative covers an additional 9 counties and performs some of the same functions as an RDC.

RDCs were established in MN statute in 1969 to provide technical assistance to the local units of government in their region.

RDCs perform a variety of unique services based on the needs of their region.

RDCs partner with numerous state and federal agencies, obtaining and administering grants for programs and projects at the local level.

RDCs are governed by volunteer board of directors composed of elected officials and business and community leaders.

RDCs are recognized for their fiscal responsibility and capabilities in professional program management.

- Community Development
- Comprehensive Planning
- Grant Writing and Administration
- Economic Development Technical Services
- Environmental Services
- Transportation Planning
- Housing Services
- Business Loans
- Entrepreneurial Training Programs
- Business Marketing and Retention Planning
- Energy Efficiency Planning and Development
- Services for Seniors
- Geographic Information Systems (GIS)
- Tourism Planning

Call your local RDC about their services today!

Pine County Economic Development projects included in the 2011-2016 Region 7E Comprehensive Economic Development Strategy (CEDS)

Askov

- Upgrading of roads and infrastructure to accommodate further development.

Hinckley

- Development of a 34 acre regional park.
- Infrastructure for the development of a retirement housing complex.
- Acquire land to facilitate a train depot and related parking for a proposed for passenger rail line between the Twin Cities and Duluth.
- Redevelopment in several parts of the City to mitigate properties and accommodate future commercial and light industrial growth.

Pine City

- Capitalize on City's location on lakes and rivers by developing water front areas.
- Extend municipal water / sewer infrastructure to areas in the City not served by these utilities.
- Provide remedial cleanup to Brownsfield sites within the city.
- Upgrade and develop the City's housing stock.
- Build out portion of Twin Cities – to – Twin Ports Trail.
- Upgraded signage to advertise business development infrastructure.
- Connectivity to the planned Northern Lights Express passenger rail line.
- Planning for a creation of regional sports complex.
- Create program to redevelop blighted properties.
- Create office / IT Business Incubator.

Pine Technical College – Pine City

- Construct Advanced Technology Center to assist with training much needed workers for the region.
- Construct a center for the young child.

Sandstone

- Provide infrastructure for development of a medical campus to include construction of a 25 bed critical access hospital, assisted living and extended care facility and ancillary business such as clinics, hotels, restaurants, etc
- Acquire and rehabilitate land to construct a regional passenger rail station as well as overnight maintenance and cleaning facility for these passenger trains.
- Upgrade and expand community's water, wastewater and storm water facilities to allow for further development.
- Expand infrastructure from the medical campus to a 184 acre city owned business park with freeway frontage.

Annual Report FY 2014



East Central Regional
Development Commission
100 Park Street South
Mora, MN 55051





Thank you for taking time to review the East Central Regional Development Commission's 2014 Annual Report. Each year the Commission prepares a report highlighting our accomplishments toward fulfilling its mission. This report includes programs, projects, and related financial information for the period starting

on July 1, 2013 and ending on June 30, 2014. This report shows the past year was filled with much activity and accomplishments that collectively moved the region forward. You'll see in this report the accomplishments are many!

In April, the region celebrated the grand opening of the Entrepreneur Center & Technology Business Incubator at Pine Technical College which received \$1.8 million in federal funding from U.S. Economic Development Administration (EDA). The ECRDC was also awarded another 3 year planning grant from EDA which helps us continue implementing our regional economic development strategies and allows our communities access to federal funding for eligible projects. Our assistance to Mille Lacs County in completing a major comprehensive planning project last year sparked further interest in developing a county-wide economic development plan which the ECRDC will also help facilitate.

Our staff assisted the City of Princeton in completing a federally funded Safe Routes to School Planning (SRTS) project which paved the way for a successful infrastructure grant. Our success with the SRTS program has sparked further interest and we will be assisting the City of Hinckley and Kanabec County on similar planning efforts next year.

The ECRDC just completed its ninth year partnering with the MN Dept. of Public Safety implementing traffic safety measures in Kanabec and Isanti Counties. We're happy to report that Kanabec County experienced no traffic fatalities last year due, in part, to this program which involves local schools, engineers, law enforcement, and emergency services personnel.

We are truly excited about the exciting projects that lie ahead. Our partnership with MnDOT is making it possible for us to work with local leaders to update plans for the St. Croix and Evergreen Veteran's Scenic Byways in our region. It is our hope that this work will identify important improvements can be made along these routes

and enhance tourism opportunities for the entire area. With help from the MN Dept of Homeland Security and Emergency Management, our office is also working closely with several of our counties in updating their Hazard Mitigation Plans to better prepare for natural disasters.

After 7 ½ years, it was somewhat sad that we bid farewell to our Economic Development Director Jordan Zeller who accepted a position with the MN Dept. of Employment and Economic Development last November. We wish Jordan all the best in his new position. The Commission did, however, welcome Jennifer Russell as our new Economic Development Director in May and extend our best wishes as she embarks on her new career here at the ECRDC.

The East Central Senior Resource Center (ECSRC) continues to perform at an impressive rate. The Senior LinkAge® program assisted over 3600 senior clients and their families with a wide range of inquiries including medical insurance, transportation, home health care, and nutrition. The Caregiver Consultant program, assists caregivers of older adults to find resources in their community that support and enhance their role as caregivers. The Caregiver program has been quite popular in the region and is on track to serve nearly 1800 clients this year!

On behalf of the Commission, I want to take this opportunity to thank outgoing Commission Members Les Nielsen (Kanabec County), Janelle Troupe (Kanabec County Public Interest), and Channa Tastides (Rush City Schools) for their service to the Commission. Also, a warm welcome to our newly appointed Commission Members Kathi Ellis (Kanabec County), Karen Amundson (Mora Area Chamber of Commerce), and Tom Lawlor (Chisago Lakes Schools).

Of course, a hearty thanks to the ECRDC Board, the various advisory committees, and the staff for another great year! The ECRDC's success could never happen without the tremendous support and encouragement of these wonderful folks!

Yours most sincerely,

A handwritten signature in black ink that reads "Robert Voss". The signature is written in a cursive style.

Robert Voss
Executive Director

FINANCIAL

	ADOPTED BUDGET FY2014	ACTUAL UNAUDITED FY2014	ADOPTED BUDGET FY2015
AGENCY WIDE REVENUES (by source)			
County Tax Levy	271,011	270,096	279,141
Central MN Council on Aging (CMCOA)	258,619	258,166	253,864
Economic Development Administration	62,572	55,310	52,628
MN Dept of Transportation	75,000	75,000	95,775
MN Dept of Public Safety	28,430	30,648	61,127
Contracted Project Revenue	35,525	44,249	71,900
United Way	15,000	25,988	0
Various Other Sources	33,240	49,563	26,540
Revolving Loan Fund	66,000	71,353	61,000
Total Revenues	845,397	880,373	901,975

AGENCY WIDE EXPENDITURES (by program)			
General Fund	110,565	113,772	114,941
Senior Resource Center	400,182	407,424	397,584
Economic Development Administration	125,144	114,735	118,229
Transportation/ Safety	134,679	154,649	182,522
Revolving Loan Fund:			
Administration	14,825	9,770	9,152
Loans Disbursed	50,000	55,000	60,000
Total Expenditures	835,395	855,350	882,428

Fiscal Year ended June 30, 2014 (Unaudited)	Increase \$ 18,440
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Fiscal Year ended June 30, 2015 (Projected)	Increase \$ 27,699
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ECRDC STAFF

JULY 1, 2013 - JUNE 30, 2014

ROBERT L. VOSS

EXECUTIVE DIRECTOR

MICHELE BOLLENBECK

TOWARD ZERO DEATHS COORDINATOR

ROBERT BOLLENBECK

TRANSPORTATION PROGRAM DIRECTOR

TOWARD ZERO DEATHS COORDINATOR

TAMMIE BREMER

FINANCE OFFICER

LYNDA HAYEK

EAST CENTRAL SENIOR RESOURCE CENTER

CAREGIVER CONSULTANT

JAYNE MUND

EAST CENTRAL SENIOR RESOURCE CENTER

CAREGIVER CONSULTANT

FRANCES NELSON

EAST CENTRAL SENIOR RESOURCE CENTER

OUTREACH SPECIALIST

JENNIFER RUSSELL

*COMMUNITY/ECONOMIC
DEVELOPMENT DIRECTOR*

TRISH RYDLUND

INFORMATION/OFFICE MANAGER

PENNY SIMONSEN

*EAST CENTRAL SENIOR RESOURCE
CENTER DIRECTOR*

ANITA SPARKS

EAST CENTRAL SENIOR RESOURCE CENTER

CAREGIVER CONSULTANT

AMY TVEDT

EAST CENTRAL SENIOR RESOURCE CENTER

OUTREACH SPECIALIST

JORDAN ZELLER

*COMMUNITY/ECONOMIC
DEVELOPMENT DIRECTOR*

EAST CENTRAL REGIONAL DEVELOPMENT COMMISSION

The East Central Regional Development Commission (ECRDC) is a public agency. The board members are represented by officials appointed by county boards, townships, municipalities, school boards and citizens at large.

The ECRDC is funded through a local tax levy and planning/program grants and contracts from state agencies, federal agencies and foundations.

MISSION OF THE EAST CENTRAL REGIONAL DEVELOPMENT COMMISSION

The mission is to provide leadership and direction through creative problem solving. We do this by initiating projects and programs that lead to creative solutions to regional problems, providing technical assistance and identifying and developing available resources. We serve in a leadership role as an advocate for East Central Minnesota to bring about positive change.

ECRDC BOARD MEMBERS

Chisago County

Jill Behnke, Municipalities
Diane Larkin, Township Rep.
Ben Montzka, County Comm.
Steven Kimmel, Public Interest

Isanti County

Greg Anderson, County Comm.
Richard Hansen, Township Rep.
Sue Larson, Public Interest
Marly Palmer, Municipalities

Kanabec County

Kathi Ellis, County Comm.
Bob Jensen, Municipalities
Les Njelsen, County Comm.
Dave Patenaude, Township Rep.
Janelle Troupe, Public Interest

Municipalities over 10,000

City of North Branch

Mille Lacs County

Linda Evans, Public Interest
Genny Reynolds, County Comm.
Thom Walker, Municipalities
Barbara Welty, Township Rep.

Pine County

Frank Grundmeier, Twp Rep.
Steve Hallan, County Comm.
Paul Venhuizen, Municipalities
Lynn Zeleny, Public Interest

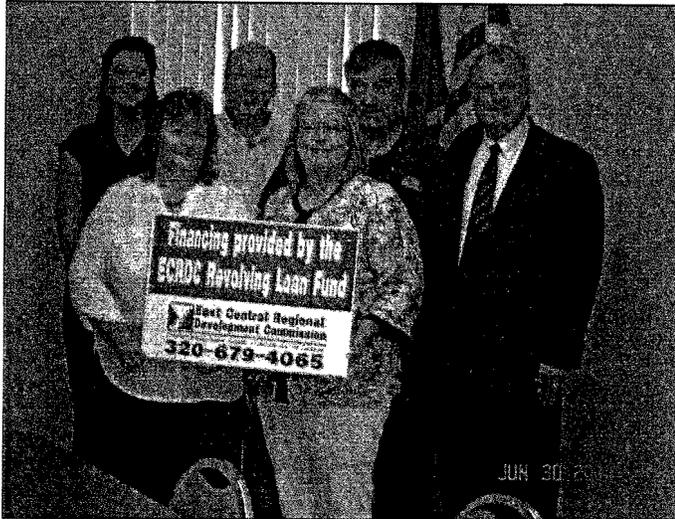
School Board Representatives

Channa Tastsides, Southern
Tom Lawlor, Southern
Steve Odegard, Northern

Native American

Tribal Representative
Carr Dunlop

ECONOMIC DEVELOPMENT



Revolving Loan Fund loan made to Freedom Center in Princeton. Pictured (l-r) Jennifer Russell—ECRDC Economic Development Director, Cheryl Minks—Owner, Robert Voss—ECRDC Executive Director, Cindi Naumann—Owner, Mark Karnowski—Princeton City Administrator, and Ben Montzka—ECRDC Chairman

VALUE ADDED COMMUNITY DEVELOPMENT INITIATIVES: The ECRDC provided local assistance to various economic development groups and local government.

REVOLVING LOAN FUND (RLF): The ECRDC RLF provides gap financing for businesses looking to open, expand or relocate to Mille Lacs, Pine, Isanti, Chisago & Kanabec Counties. The ECRDC employs the RLF as a tool in recruiting new businesses, maintaining and expanding existing ones, creating and retaining good paying jobs and strengthening the economic base of East Central Minnesota. The RLF currently has 12 active loans.

Signs promoting the ECRDC RLF were created and were designed to be placed in the RLF borrower businesses to help promote the RLF. A “barnstorming” marketing tour of Banks, Credit Unions and City Halls in Chisago County took place in early November 2013 to promote the RLF program. Efforts will continue under the new leadership of Jennifer Russell to re-connect with the local lenders and partners in the region.

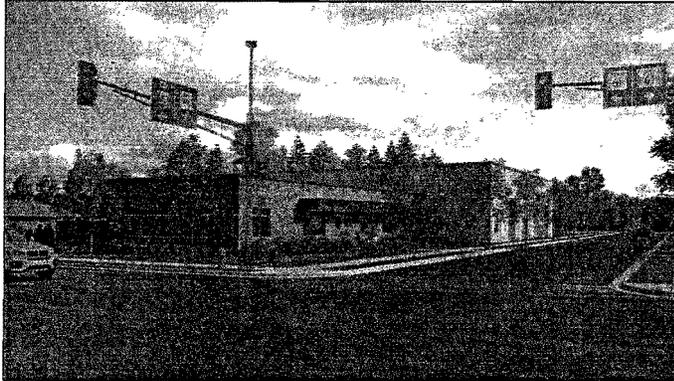
ECONOMIC DEVELOPMENT PARTNERSHIPS: The ECRDC partners regularly with the following organizations: Cambridge Development Alliance, East Central Minnesota Workforce Partnership, Central MN Workforce Investment Board, Central MN Housing Partnership, ECMN Business Services Board, GPS 45:93 and City / County Administrators & Economic Development Professionals. Example of positive results gleaned from these meetings include: marketing initiatives, regional business assistance directory, and a regional website. The ECRDC also said farewell to Jordan Zeller the previous Economic Development Director and thanked him for his years of service. We welcomed our new Economic Development Director, Jennifer Russell in May 2014.

COMMUNITY PLANNING: The ECRDC assisted Mille Lacs County in their Comprehensive Plan and was awarded a contract to assist with their County Economic Development. Partnering with our Transportation department, we will be supporting work on the St Croix Scenic Byways Corridor Management Plan.

GPS 45:93 COLLABORATION: The ECRDC continues its economic development partnership with the GPS 45:93 in attracting high technology firms to Region 7E. Projects this past year include the ground breaking, ribbon cutting and project completion of the “virtual business incubator” located at Pine Technical College in Pine City. The purpose is to connect local entrepreneurs with the kind of services they need to grow their businesses. GPS 45:93 is working with Chamber of Commerce, banks and other local partners to support businesses in the region who have the potential to expand and add jobs if they can get the right support and advice.



ECONOMIC DEVELOPMENT



"Pine Technical College's new Entrepreneur Center and Technology Business Incubator in Pine City"

COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY (CEDS) / EDA PLANNING GRANT: The ECRDC is implementing our five year CEDS. The CEDS catalogs the region's currently and historical demographics and economic conditions, identifies weaknesses and threats, and identifies strategies that have the potential to help mitigate these roadblocks to the region's prosperity.

The ECRDC received another EDA three year Planning Grant totaling \$157,884. The ECRDC does much to advance productivity, innovation and entrepreneurship in their region through collaboration with their partners. This Planning Grant will help the ECRDC to continue their efforts in making the region thrive.

The Comprehensive Economic Development Strategy (CEDS) process is designed to guide the economic growth of the region. The CEDS is required in order to qualify for Economic Development Administration (EDA) Planning Grant Assistance under its public works, economic adjustment, and most planning programs; and is a prerequisite for designation by EDA as an economic development district (EDD). Multiple surveys were conducted of local government and community leaders for completion on projects in process, and future infrastructure, housing, and economic development needs that may require EDA assistance.

Polaris Industries research and development facility located in Wyoming MN, recently completed an addition of 145,000 square feet to their facility. The City of Wyoming, originally received EDA infrastructure funding for the Polaris development and this second phase represents its ongoing success. They opened the expansion August of 2013 and have a total of 403 employees as of December 30, 2013.

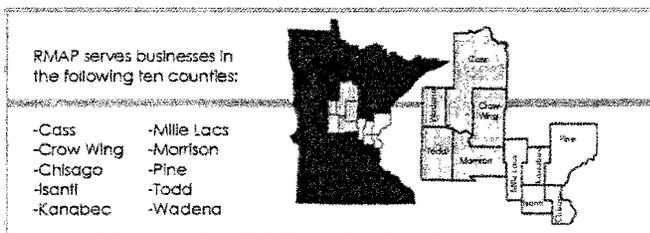
Pine Technical College's business incubator, Pine Innovation Center, officially opened its 7,500 square-foot facility with a ribbon cutting ceremony on Friday, April 18. The Pine Innovation Center is located at 585 Hillside Avenue Southeast in Pine City.



ECONOMIC DEVELOPMENT



MICRO LOAN FUND: The ECRDC continues its partnership with the Region Five Development Commission based in Staples, MN, in creating and micro-lending program to serve the ten counties served by our two Regional Development Commissions. This micro-loan fund was created by the USDA Rural Development's Rural Microentrepreneur Assistance Program (RMAP). This micro-loan fund nicely complements our EDA Revolving Loan Fund. Currently, there have been three loans approved and closed on from this fund in Region 7E.



SCORE: The ECRDC continues to market their satellite office of the St. Cloud chapter of SCORE. SCORE provides one-on-one counseling to entrepreneurs and those wanting to start a business on a variety of topics free-of-charge. SCORE also facilitates business related educational classes to assist entrepreneurs with sharpening their business skills.



City Administrators/Clerks gather to discuss key issues taking place in Region 7E

ADMINISTRATORS CITY/COUNTY CLERKS, & ECONOMIC DEVELOPMENT PROFESSIONALS MEETINGS:

The ECRDC organizes a City Administrator meeting quarterly to discuss mutual key issues occurring in the Region 7E communities. Past topics include financing opportunities for local units of government and business, grants and financing for infrastructure improvement, and regional marketing initiatives. The City Administrator meetings have evolved into a best practices approach to city economic development. Issues and speakers are selected that will provide insight that will assist local governments with solving key issues in zoning, planning, economic development, and housing. The next meeting will be planned for October 2014.



Dan Bullert presents financing programs offered by the Initiative Foundation. Facilitated a Financial Resource Summit at

EAST CENTRAL SENIOR RESOURCE CENTER



ECSRC Volunteers and Staff—Eileen Stitz, Sharon Toenies, Anita Sparks, Harriet Johnson, Jayne Mund, Fran Caron, Kay Calendar, Amy Tvedt, Frannie Nelson, Rosie Westmoreland, Betty Jean Ladda and Ella Martins

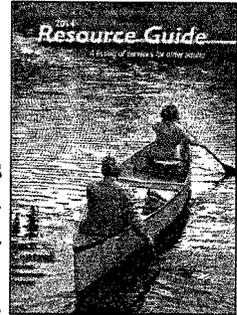
The East Central Senior Resource Center serves older adults, their families, the communities where they reside, and the providers of the services and pro-grams they access. The mission —Fostering development of and access to resources for older adults in East Central Minnesota, sums up the work of the East Central Senior Resource Center (ECSRC).

The paid staff of the ECSRC includes director Penny Simonsen, outreach coordinators Amy Tvedt and Frances Nelson, and caregiver consultants Jayne Mund, Anita Sparks, and Lynda Hayek. Volunteer staff remain vital to the work of the agency. Sixteen volunteer staff assist with every aspect of the day-in-day-out work of the ECSRC.

In 1965 the U.S. Congress enacted legislation known as the Older American's Act. The Act authorizes Area Agencies on Aging (AAA) to fund local public and non-profit organizations to develop/expand services for persons over 60. Through a contract with the Central Minnesota Council on Aging, the ECSRC provides services through three broad program areas: development of senior programs; caregiver services; and information, referral and assistance services.

Resource Guide- A Listing of Services for Older Adults

Each year the ECSRC publishes a resource guide containing information about services available to seniors in the region. Copies of the resource guide are available through the Center and many locations throughout the region.



The guide, supported by paid advertisement offer local service providers an opportunity to financially support the well-recognized publication. Service provider listings remain free of charge as a public service of the Center. Over 6,000 copies were distributed last year to older adults and their families.

Caregiver Services

The ECSRC expanded the amount of caregiver counseling services available to caregivers throughout the region. Caregiver consultants offer help to caregivers to manage and live their life while caring for another person, offers caregivers expert advice, assists caregivers to develop their unique personal action plan, connects caregivers to community resources, helping them see all available options and helps caregivers identify strategies and solutions to remain as a caregiver longer. Over 300 caregivers were served, and more than 2,000 hours of direct client contact reported.



Soup 'n Pie held the last Wednesday of each month at the Isle Recreation Education Center. This is an opportunity to inform and discuss issues older adults and their families are facing.

EAST CENTRAL SENIOR RESOURCE CENTER



Frances Nelson, left, of the East Central Senior Resource Center, helped Dave Andert navigate the Internet, while volunteer Rosey Westmoreland guided Dianne Langhoff on how best to use a computer.

Photo by Adam Hoogenakker

Information, Referral and Assistance Services

The ECSRC is part of a statewide network known as the Senior LinkAge Line®--a telephone based information and assistance service. Trained staff assist clients in locating a variety of services. Staff provides one-on-one assistance with accessing prescription drug programs (including Medicare Part D), understanding medical bills, insurance claims and Medicare cover-age. The individualized help is objective and confidential. The information, referral and assistance services at the ECSRC responded to 1,146 people face-to-face and another 8,539 via phone.

In addition to the phone-based work, over forty presentations were offered on a variety of topics including teaching older adults the basics of computer use and navigating the internet to access information--including about Medicare. The "New to Medicare" classes provide planning assistance for people approaching their 65th birthday, and preparing to enroll in Medicare. Published yearly the ECSRC resource guide contains information about many of the services available in the region. ECSRC staff also assisted over 200 individuals in the application for Supplemental Nutrition Assistance Program (SNAP).

Development of Senior Programs

Senior service provider networks in each county offer an opportunity for providers of aging services from government, non-profit and for-profit sectors to come together. The networking events, while informal in nature, offer opportunities for new partnerships and more communication between service providers and development of new services. Over 250 persons participated in the monthly events.

The State of Minnesota through the MN Dept. of Human Services has funding available to agencies, businesses and organizations through the Community Services/Service Development (CS/SD) funds—with the intent of the resources to be put toward assisting older adults to remain independently in their communities longer and thus reducing the rate of nursing home admissions by increasing the availability of community-based services. The ECSRC worked closely with agencies, businesses and organizations to submit applications for CS/SD and other appropriate funding to develop new senior community-based services in the five county region.

ECSRC staff acted as technical assistance for several ACT on Alzheimer's projects-- a community development initiative designed to heighten community awareness of the disease. The communities of Wyoming, Cambridge and Onamia/Wahkon/Isle participated in the process.

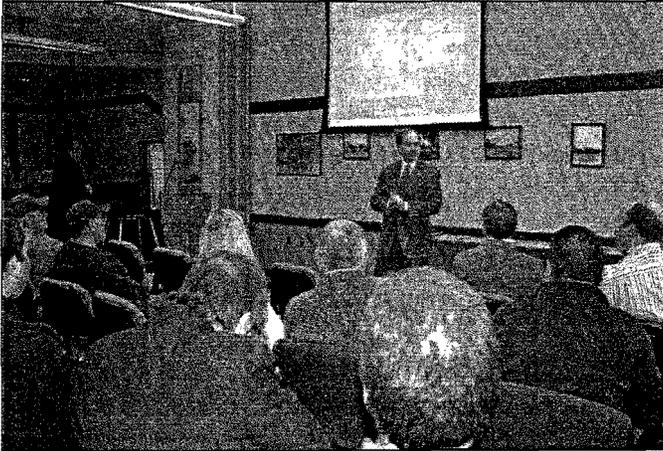
The ECSRC offers services tailored to older adults (and their families) who may begin to exhibit signs of being at risk for nursing home placement. Staff work closely with individuals to help find services that best fit the individual's life style

ECSRC Volunteers

Elva Anderson
Diann Boser
Kaye Calander
Gene Carlson
Sally Carlson
Frances Caron
Marbelene Healy
Harriet Johnson
Nadean Johnson
Betty Jean Ladda
Ella Martens
Joyce Rebischke
Eileen Stutz
Connie Strandberg
Sharon Toenies

Rose-Marie Westmoreland

TRANSPORTATION



A Town Hall meeting was held December 5th at the Cambridge City Hall. Charles Zelle, Minnesota Commissioner of Transportation, discussed transportation issues in Minnesota.

Transportation Funding

The ECRDC assists Mn/DOT with implementation of the Federal Transportation Bill. During this past fiscal year, the ECRDC conducted a two year solicitation process for Region 7E.

Local federal projects were solicited in four of the five counties for FY 18 & 19. The TAC identified more than \$2 Million in ATP 3 projects which included public transit vehicle replacements and several road projects in Kanabec and Mille Lacs counties. In addition, \$1 Million for a Cambridge project was transferred to Isanti County CSAH 9 project which connects two major roads in the region.

Through the Metro ATP process Chisago County projects were brought forth for consideration. Transit vehicle replacements and one major road project (CSAH30) were programmed. In all, well over \$3 Million in local projects were identified for funding.

One traffic safety project to add a turn lane on Highway 65 by the Purple Hawk golf course was completed.

Statewide Projects

The ECRDC assists Mn/DOT in implementation of statewide activities. During this past year, RDC staff completed a mileage verification project in the region for a number of roads.

The Transportation Planner started a functional classification process with the county and city engineers. Several proposed changes are being reviewed.

Staff has participated on a Local Program Team to provide input to Mn/DOT on the ATP process involving several programs including the Transportation Alternatives Program (TAP).

Northern Lights Express

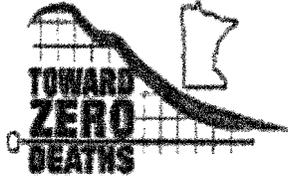
Staff continued its participation in meetings for development of the NLX passenger rail service through Region 7E. Northern Lights Express (NLX) is a proposed passenger rail project between the Minneapolis Transportation Interchange station and the City of Duluth, along Highway 65 and Interstate 35.



Children at the Ogilvie Elementary School took the Pledge to Buckle Up.



TRANSPORTATION



(TZD) Toward Zero Deaths Program

The ECRDC implemented traffic safety initiatives in Isanti and Kanabec Counties. The

Mission of these programs is to reduce fatal and serious motor vehicle crashes. This initiative is supported with funds through the Office of Traffic Safety of the Minnesota Dept. of Public Safety.

The programs are involved with supporting the law enforcement mobilizations such as Click It or Ticket seat belt campaign and Impaired Driving enforcement wave. One significant accomplishment in Isanti County has been the successful implementation and continuation of the Isanti County Safe Cab program. This past year, more than 2200 rides were given under this program. At the same time, impaired driving arrests significantly reduced in the county.



Mora High School students took the Pledge to never text and drive.

The Safe Cab program is a unique collaboration between private business and local and regional government. Safe Cab has enabled Isanti County to achieve one of the highest reduction-of-DWIs in Minnesota over the past few years. Safe Cab has also become a model for other rural communities in Minnesota.



Transportation Advisory Committee

The ECRDC coordinates a regional transportation advisory committee which provides recommendations to the Commission on transportation matters such as local projects for funding or functional classification changes. The Committee is comprised of members from all five counties. This past year several meetings were conducted and recommendations developed for ECRDC ratification.



Loren Davis with the Grandy Lions presented Michele Bollenbeck a check for Teen Skills Driving Course in St. Cloud a project with the Kanabec County Safe Roads program.

Transportation Advisory Committee

Todd Blank
Bruce Cochran
Mark LeBrun
Mike Petzek
Joe Triplett
Brad Dewolf
Craig Remp
Richard Heilman
Mike Moilanen
Chad Grunert

Barbara Wally
Shawn Williams

Other

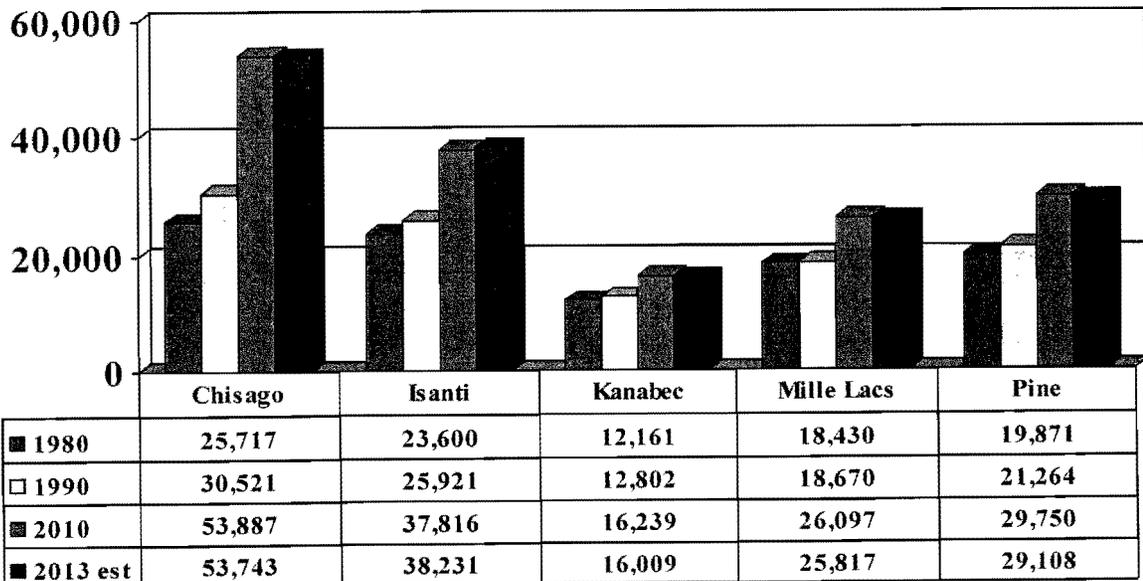
Bryan Anderson
Adam Josephson
Kelvin Howie
Jon Mason
Steve
Bryan

DEMOGRAPHIC SERVICES

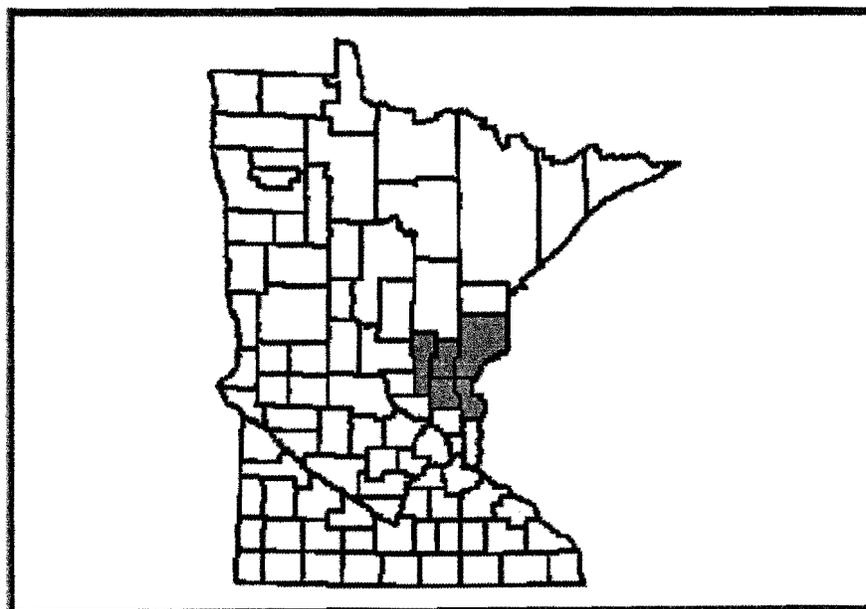
Area	1980	1990	2000	2010	2013 Est.
Chisago County	25,717	30,521	41,101	53,887	53,743
Isanti County	23,600	25,921	31,287	37,816	38,231
Kanabec County	12,161	12,802	14,996	16,239	16,009
Mille Lacs County	18,430	18,670	22,330	26,097	25,817
Pine County	19,871	21,264	26,530	29,750	29,108
Region 7E	99,779	109,178	136,244	163,789	162,908
Minnesota	4,075,970	4,375,099	4,919,479	5,303,925	5,420,380

Population Projections			
Area	2000	2020	2035
Chisago County	41,101	75,600	96,080
Isanti County	31,287	57,710	74,250
Kanabec County	14,996	19,710	21,360
Mille Lacs County	22,330	35,970	42,390
Pine County	26,530	34,320	37,030
Region 7E	136,244	223,300	271,100
Minnesota	4,919,476	5,943,240	6,446,270

Labor Force Projections			
Area	2000	2020	2035
Chisago County	21,840	42,390	51,440
Isanti County	17,120	32,530	39,840
Kanabec County	7,657	10,570	10,750
Mille Lacs County	11,272	19,060	21,450
Pine County	12,766	17,520	17,850
Region 7E	70,655	122,070	125,230
Minnesota	2,691,709	3,278,820	3,360,740



COUNTY PROJECTS



Serving the counties of:

**Chisago
Isanti
Kanabec
Mille Lacs
Pine**

FY14 PROGRAMS/PROJECTS

Area	Organization	Description
Chisago and Isanti Counties	Economic Dev	Participated in "Make It In America Tour" with Congressman Nolan
Isanti County	Economic Dev	Participated in "Make It In America Tour" with Congressman Nolan
Region 7E	Economic Dev	Greater MN Development Plan
Region 7E	Economic Dev	Participated in Economic Development Administration site visit
Region 7E	Economic Dev	Presenter at the Financial Resource Summit held at the Spring Brook Golf Course
Region 7E	Economic Dev	Participates in Isanti County EDA
Isanti County	TZD	Toward Zero Deaths/Safe Roads Coordinator
Isanti County	TZD	Safe Cab Program
Kanabec County	TZD	Toward Zero Deaths/Safe Roads Coordinator
Region 7E	Transportation	Implementing Transportation Alternatives Program (TAP) involving three federal programs - Scenic Byways, Safe Routes to Schools, and Transportation Enhancements
Chisago	Transportation	Participated in updating Chisago County Transportation Plan
Chisago, Isanti, and Pine Counties	Transportation	Participate in development of Northern Lights Express Passenger Rail
Region 7E	TZD	Click It or Ticket mobilization campaign for June
Region 7E	TZD	Speed Enforcement mobilization campaign for July
Region 7E	ECSRC	Supplement Nutrition Assistance Program outreach
Region 7E	ECSRC	Hosted Senior Surf events
Region 7E	ECSRC	New to Medicare Classes held throughout the region
Region 7E	ECSRC	Hosted monthly Senior Network meetings
Mille Lacs County	Transportation	Safe Routes to Schools for Princeton School District
Region 7E	ECSRC	CSSD, Community Services/Service Development application assistance to several organizations
Region 7E	ECSRC	Senior LinkAge Line® services provided to over 3,600 callers
Region 7E	ECSRC	Participated in Braham Pie Day
Region 7E	ECSRC	Caregiver consulting
Region 7E	ECSRC	"New to Medicare" classes held throughout the region
Wyoming, Chisago County	ECSRC	ACT on ALZHEIMERS community planning activities

FY14 PROGRAMS/PROJECTS

Area	Organization	Description
Cambridge, Isanti County	ECSRC	ACT on ALZEIMERS community planning activities
Region 7E	ECSRC	Train and retain the 16 ECSRC volunteers to provide good quality customer service using accurate information and a wide-range of aging specific topics. Also recruit new volunteers
Region 7E	ECSRC	Publication of annual resource guide
Region 7E	EDA	Participated in the East Central Broadband Summit
Region 7E	EDA	Central MN Housing Partnership board
Region 7E	EDA	Community Economic Development Administration grant application opportunities
Region 7E	RLF	12 active Revolving Loan Fund Loans through Region 7E
Region 7E	Economic Development	7 Micolending Loans with 2 in Region 7E
Region 7E	Economic Development	GPS45:93 Board member and fiscal agent
Region 7E	Economic Development	Manages Comprehensive Economic Development Strategies for Region 7E
Region 7E	Transportation	Manages Mn/DOT planning grant for transportation for Region 7E
Chisago County	Transportation	Participates in Chisago County's transportation planning meetings
Isanti/Kanabec County	Transportation	TH65 Task Force participant
Chisago County	Transportation	TH8 Task Force participant
Isanti County	TZD	Fatality Review Committee
Kanabec County	TZD	Fatality Review Committee
Kanabec County	TZD	Teen/Parent Driver's Education classes
Region 7E	Economic Development	JOBZ Administrator
Region 7E	Economic Development	Service Corps of Retired Executives satellite office
Pine County	Economic Development	Assisted Pine County as they worked toward creating a county based economic development program
Pine County	Economic Development	Assisted Pine Technology in obtaining EDA grant for Technology Incubator in Pine City
Isanti County	Community Development	Updated the Isanti County Hazard Mitigation Plan
Region 7E	Transportation	Administer Transportation Alternative Program
Region 7E	Community Development	Participated in regional housing study

FY14 PROGRAMS/PROJECTS

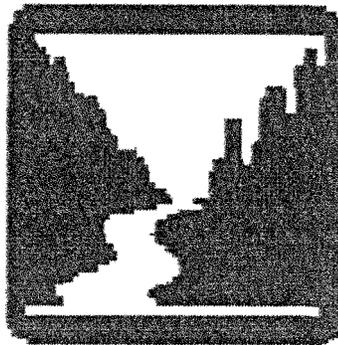
Area	Program	Description
Kanabec County	TZD	Initiated and participated in the I Got Caught seat belt program held at the Mora and Ogilvie High Schools
Isanti County	TZD	Initiated and participated in the I Got Caught seat belt program held at the Cambridge High Schools
Isanti County	Transportation	Mn/DOT will be reworking Hwy 65 at the Purple Hawk Golf Course to improve safety
Region 7E	Transportation	Mileage verification meeting held with local units of government
Isanti / Kanabec Counties	TZD	Promoted Speed and Impaired Driving mobilizations
Isanti / Kanabec Counties	TZD	Promoted Click It or Ticket campaign
Braham, Isanti County	TZD	Mock car crash, Braham Area High School
Pine County	Transportation	Participate in Pine County Transit Advisory Committee
Region 7E	ECSRC	Appointment to the SHIP committee
Region 7E	ECSRC	Provided Rapid Screen training for senior services staff
Region 7E	Economic Development	"Barn Storming" marketing tour of Banks, Credit Unions, and City Halls
Region 7E	Economic Development	Assisted Mille Lacs and Isanti Counties on the county based economic development programs
Region 7E	Transportation	Hosted MnDOT Town Hall meeting with MnDOT Commissioner Charles Zelle at Cambridge City Hall
Mille Lacs County	Economic Development	Participated as a regional representative on the Mille Lacs County Economic Development Taskforce
Chisago/Isanti Counties	ECSRC	Supplemental Nutrition Assistance Program (SNAP) outreach. 40 education sessions, over 80 actual screenings and more than 40 applications submitted.
Isanti County	Community Development	Updated Isanti County Hazard Mitigation Plan
Hinckley, Pine County	Transportation	Technical assistance for the Safe Routes to Schools planning grant application
Isle, Mille Lacs County	ECSRC	ACT on ALZHEIMERS community planning activities
Region 7E	Economic Development	Economic Development District
Chisago County	Transportation	St. Croix Scenic Byways planning grant
Pine County	Transportation	Veterans Evergreen Memorial Drive Scenic Byways planning grant
Pease, Mille Lacs County	Community Development	Income Survey to become eligible for USDA Rural Development help to obtain a warning weather alert siren
Milaca, Mille Lacs County	Economic Development	Worked with City of Milaca officials to assist the owners of Coin-tainer in rebuilding after a fire destroyed their business
Ogilvie, Kanabec County	Transportation	Technical assistance for the Safe Routes to Schools planning grant application

FY14 PROGRAMS/PROJECTS

Area	Program	Description
Chisago County	Transportation	FY2018/19 Transportation Project - 3 Chisago County vehicle replacements
Chisago County	Transportation	FY2018/19 Transportation Project - Recondition of CSAH 19 to CSAH 17
Chisago County	Transportation	Participate in Metro ATP process
Isanti/Kanabec/Mille Lacs County	Transportation	Participate in District 3 ATP process
Pine County	Transportation	Participate in District 1 ATP process
Isanti County	TZD	Sponsored billboard on Hwy 65 south of Isanti
Region 7E	TZD	Distracted Driving campaign
Chisago and Isanti Counties	ECSRC	Respite Care Program - continue adult day programs and in-home respite services
Region 7E	Transportation	Effort underway to obtain Transportation Investment Generating Economic Recovery (TIGER) grant
Mora, Kanabec County	Transportation	Technical assistance for the Safe Routes to Schools planning grant application
Chisago County	ECSRC	Hosted and displayed an Outreach Booth at the Chisago County Fair
Kanabec County	ECSRC	Technology Basics held at the Ogilvie Senior Dining Site
Isanti County	TZD	Fatality Review Committee
Kanabec County	TZD	Fatality Review Committee
Mille Lacs County	ECSRC	Participated in Mille Lacs Band of Ojibwe Associate Wellness Fair
Pine County	ECSRC	Participated in Hinckley for the Mille Lacs Band Senior Expo
Kanabec and Mille Lacs County	ECSRC	Took part in the Operation Community Connect in Milaca and Mora
Region 7E	Economic Development	Business Resource Directory
Region 7E	Economic Development	Hosted quarterly city administrator/clerks luncheons
Region 7E	Economic Development	Successfully submitted 3-year EDA Partnership Planning Grant
Mille Lacs County	Economic Development	Contracted with Mille Lacs County to develop a county economic development plan
Princeton, Mille Lacs County	Economic Development	Assisted on a proposal to recruit Evektor Aircraft

ECRDC STAFF INFORMATION

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ANNUAL REPORT
EAST CENTRAL REGIONAL DEVELOPMENT COMMISSION
100 PARK STREET SOUTH
MORA, MN 55051
JUNE 30, 2014



AGENDA REQUEST FORM

Date of Meeting: August 18, 2015

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

Agenda Item: Business Subsidies and Business Subsidy Policies

Department: County Administrator, Economic Development Office

D.J. Mills
Department Head signature

Background information on Item:

The purposes herein are (1) to brief the Board on business subsidies and regulations and policies governing business subsidies and (2) to seek input from the Board on the development of a business subsidy policy for Pine County.

Action Requested:

Discussion and guidance

Financial Impact:

None

PINE COUNTY
Minnesota

Government Business Subsidy Policies

Overview and discussion

Pine County Office of Economic Development



Intent

- Brief the Board on business subsidies and subsidy policies
- Engage in a policy-level discussion for Board input and direction
- Set next steps



What is a subsidy?

- A **subsidy** is a form of financial aid or support extended to an economic sector (or an institution, business, or individual) generally with the aim of promoting economic and social policy – Webster’s

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What is a business subsidy?

Minnesota Statute 116J.993:
“A business subsidy means state or local government agency grants, contribution or personal property, real property, infrastructure, the principal amount of a loan at rates below those commercially available to the recipient, any reduction or deferral of any tax or any fee, any guarantee of any payment under any loan, lease, or other obligation, or any preferential use of government facilities given to a business.”

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What is a government business subsidy?

Examples

- Tax breaks:
 - Sales tax
 - Property tax
 - Franchise tax
 - Income tax or income tax credit

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What is a business subsidy?

Examples:

- Direct cash:
 - Forgivable loans
 - Revolving loan fund: low interest debt usually tied to collateral
 - Grants to match private investment
 - Minnesota DEED programs (usually a form of loan)
 - Federal direct grants (e.g., NSF for R&D)

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What is a government business subsidy?

Examples:

- Access to facilities or land or infrastructure improvements
 - Business incubators: lower rents, support programs
 - Industrial parks: land at low cost in designated zones
 - Infrastructure improvements: water, sewer service to a property, roads



Why do subsidies?

For a compelling public purpose or public good:

1. Increase or preserve tax base;
2. Create or retain jobs;
3. Provide or help acquire, finance or construct public facilities;
4. Help develop or renew blighted areas;

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Why do subsidies?

5. Help provide access to services for residents of the jurisdiction;
6. Retain the business if it is at risk of relocating outside of the jurisdiction;
7. Improve housing:
 - Improve housing stock variety,
 - Improve ownership alternatives,
 - Stabilize and improve neighborhoods,
 - Provide affordable housing

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Why do subsidies?

8. Diversify the economic base;
9. Improve transportation;
10. Prop up an important industrial sector;
11. Competitive posture or edge

Pine County Office of Economic Development



Business subsidy policies

- Set out what that unit of government will or won't do in terms of incentives for business
- Opportunity for a governing board to have a conversation at the strategic level about how it can grow the economy
- Establish a menu of possible incentives, decide on what outcomes it wants those incentives to achieve

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Statutory basis in Minnesota

- Minnesota Statute 116J.993
- Minnesota Statute 116J.994

Pine County Office of Economic Development



Statute 116J.993

- Definitions of terms: benefit date, grantor, LGA, recipient, residence, state government agency
- 23 guidelines on what is not included or covered as a business subsidy
 - Less than \$150,000
 - Redevelopment property polluted by contaminants
 - Job readiness and training services
 - Assistance for energy conservation

Pine County Office of Economic Development



Statute 116J.994

Regulating local and state business subsidies

- Must meet a public purpose, such as increasing the tax base or creating jobs but allows flexibility for local govts. to define
- Must develop set of criteria after public hearing
- Must include a wage floor (but may deviate with documentation)

Pine County Office of Economic Development



Statute 116J.994

Must develop a subsidy agreement, which includes:

- Description of the subsidy
- Statement of the public purpose
- Measurable, tangible goals
- Financial obligation of recipient if goals not met
- Statement of why the subsidy is needed
- Minimum 5 year commitment to operations
- Information on parent corporation

Pine County Office of Economic Development



Statute 116J.994

Subsidy agreement must include:

- Grants structured as forgivable loans
- Assignment proportionally to each recipient if more than one

Wage and job goals must include

- Number of jobs created or retained
- Wage goals for jobs created
- Wage goals for jobs enhanced

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Statute 116J.994

For subsidies over \$150,000 local unit must hold a public hearing

Agreement must specify obligations of recipient for failure to fulfill the agreement

Sets reporting requirements for recipients

Sets reporting requirements for grantors

Pine County Office of Economic Development



Who in ECMn has a business subsidy policy?

- Carlton County
- Chisago County
- Isanti County
- Mille Lacs County
- Cambridge
- Princeton
- Milaca
- North Branch
- Pine City – RLF Policy and Land Pricing Policy
- Hinckley wants us to do one so they can copy it



ECMn Subsidy Policies

Locality	Services	Jobs	Wages	Failure Clause	Term
Watson Co.	Tax abatement	New	Contingent	Pay back	5 years
Chisago Co.	Tax abatement, loans	Must create or retain	\$12/hr plus benefits	Pay back	5 years
Millage	Tax abatement, loans	60% of 1	\$7.00 or higher, unless not in the 100% poverty level	Unspecified	Unspecified
Cambridge	Tax abatement, loans	6 within 3 years	Flexible	Pay back	5 years
Millers Falls Co.	Tax abatement	100% of 1	\$11/hr including benefits	Pay back	Unspecified

- ### Proposed next steps
- Policy level discussion now
 - With Board consent, staff will begin development of a draft
 - September 1st meeting – in-depth discussion of policy and requirements
 - Public hearing – September 15th

Discussion

Does Pine County wish to begin drafting of a business subsidy policy?

If so, what general principles and ideas does the Board wish to see in such a policy?



AGENDA REQUEST FORM

Date of Meeting: August 18, 2015

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

Agenda Item: Approval of contract with Pine City Schools

Department: Sheriff

 Chief Deputy
Department Head signature

Background information on Item:

Pine City School District has paid for a deputy (School Resource Officer) for several years now. They wish to continue this service. This is a rewritten contract by the County Attorney for the requested services. In the past the school district had contracted for twenty (20) hours per week. The new contract now requests forty (40) hours per week.

Action Requested:

Request the board approve the contract and Chairman to sign. Contract as written also requires the County Administrator to sign as well.

Financial Impact:

None. The school district will reimburse the Sheriff's Office for the assigned deputy.

PINE COUNTY SCHOOL RESOURCE OFFICER CONTRACT

THIS AGREEMENT is between the PINE CITY PUBLIC SCHOOLS DISTRICT (the DISTRICT) and the PINE COUNTY SHERIFF'S OFFICE (the PCSO), both political subdivisions of the State of Minnesota.

WHEREAS the DISTRICT agrees to purchase from the PCSO and the PCSO agrees to provide for the DISTRICT and to manage a School Resource Officer (SRO) Program in the DISTRICT consisting of up to one full-time School Resource Officer, their vehicles, supplies and equipment and the DISTRICT agrees to reimburse the PCSO for its expenses in providing the said SRO Program; and

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

NOW THE PARTIES AGREE AS FOLLOWS:

- A. Goals and Objectives** - It is understood and agreed that the DISTRICT and PCSO share the following goals and objectives with regard to the SRO Program in the schools:
- a. To foster educational programs and activities that will increase student's knowledge of and respect for the law and the function of law enforcement agencies;
 - b. To encourage SROs to attend extra-curricular activities held at schools, when possible, such as PTA meetings, athletic events and concerts;
 - c. To act swiftly and cooperatively when responding to major disruptions and flagrant criminal offenses at school, such as, but not limited to: disorderly conduct by trespassers, the possession and use of weapons on campus, the illegal sale and/or distribution of controlled substances, and riots;
 - d. To report serious crimes that occur on campus and to cooperate with the law enforcement officials in their investigation of crimes that occur at school;
 - e. To cooperate with law enforcement officials in their investigations of criminal offenses which occur off campus;

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

B. Employment and Assignment of School Resource Officers

- a. PCSO agrees to employ up to one full-time SRO during the term of this agreement. The SRO shall be an employee of the PCSO and shall be subject to the administration, supervision and control of the PCSO, except as such administration, supervision and control is subject to the terms and conditions of this Agreement.
- b. The PCSO agrees to provide and to pay the SRO's salary and employment benefits in accordance with the applicable salary schedules and employment practices of Pine County and the applicable labor agreement, including but not necessarily limited to: sick leave, annual leave, retirement compensation, disability salary continuation, workers compensation, unemployment compensation, life insurance, dental insurance, and medical/hospitalization insurance. The SRO shall be subject to all other personnel policies and practices of the PCSO and Pine County except as such policies or practices may have to be modified to comply with the terms and conditions of this Agreement.
- c. The PCSO, in its sole discretion, shall have the power and authority to hire, discharge and discipline the SRO. The PCSO will attempt to include the DISTRICT in the selection process of the assigned SRO. The PCSO shall hold the DISTRICT free, harmless and indemnified from and against any and all claims, suits or causes of action arising out of allegations of unfair or unlawful employment practices brought by SROs.
- d. In the event the SRO is absent from work, the SRO shall notify the PCSO. The PCSO will notify the appropriate official at the DISTRICT.

C. Hours

- a. The maximum number of hours that a SRO officer shall be on duty within the District's Schools in a work week shall be 40 hours. Specific SRO duty hours at a particular school shall be set by mutual agreement between the DISTRICT and the PCSO.

- b. Generally the SRO shall be on duty within the DISTRICT during the school day, Monday thru Friday.
- c. It is understood and agreed that time spent by SROs attending court and/or criminal cases arising from and/or out their employment as an SRO shall be considered as hours worked under this Agreement.
- d. In the event of an emergency one or more SROs may be ordered by the COUNTY SHERIFF or his/her designee to leave their school duty station during normal duty hours as described above and to perform other services for the COUNTY SHERIFF. The time spent shall not be considered hours worked under this Agreement.

D. Basic Qualifications of a SRO – To be a SRO, an officer must first meet all of the following basic qualifications:

- a. Shall be a licensed peace officer and should have two years of law enforcement experience;
- b. Shall possess a sufficient knowledge of the applicable State laws, City and County ordinances, and DISTRICT polices and regulations;
- c. Shall be capable of conducting criminal investigations;
- d. Shall possess even temperament and set a good example for students;
- e. Shall possess communication skills that would enable the officer to function effectively within the school environment.

E. Duties of School Resource Officers

- a. To protect lives and property;
- b. To enforce State and Local criminal laws and ordinances, and to assist school officials with the enforcement of District Policies and Administrative Regulations regarding student conduct;
- c. To investigate criminal activity committed on or adjacent to school property;
- d. To counsel public school students in special situations, such as students suspected of engaging in criminal misconduct, when requested by the principal or the principal's designee or by the parents of a student;
- e. To answer questions and conduct classroom presentations for students in the law related education field;

- f. To assist other law enforcement officers with outside investigations concerning students attending the school(s) to which the SRO is assigned;
- g. To provide security for special school events or functions, such as sporting events, at the request of the DISTRICT; and
- h. To monitor traffic during the arrival and departure of students on an as needed basis. Need is based upon law enforcement determination of actual need.

F. Chain of Command

- a. As employees of the PCSO, SROs shall follow the chain of command as set forth in the PCSO Policies and Procedure Manual.
- b. In the performance of their duties, SROs shall coordinate and communicate with the DISTRICT to which they are assigned.

G. Training/Briefing

- a. All SROs are required by to attend required PCSO training and meetings.
- b. Training will be conducted to provide SROs with appropriate in-service training such as updates in the law, in-service firearm training, and in-service stun-gun training. The DISTRICT also may provide training in regulations and procedures.

H. Dress Code – SRO’s are required to wear a departmental uniform.

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

- a. Motor vehicles. The PCSO shall make available a standard patrol vehicle for each SRO. In addition, the PCSO agrees to:
 - i. Maintain the vehicle used by the SROs;
 - ii. Pay for gasoline, oil, replacement tires and other expenses associated with the operation of the vehicles; and
 - iii. Purchase and maintain comprehensive general auto liability insurance on the vehicle.
- b. Weapons and ammunition. The PCSO agrees to provide the standard issue weapons and ammunition in accordance with PCSO policy.
- c. Office Supplies. The DISTRICT agrees to provide each SRO with the usual and customary office supplies and forms required in the performance of their duties. In addition, each SRO shall be provided a private office within the school

accessible by the students. Each SRO shall also be provided a computer, printer and access to a private fax machine.

J. Transporting Students

- a. It is agreed that SROs shall not transport students in their vehicles except:
 - i. When the students are victims of a crime, under arrest, or some other emergency circumstances exist;
 - ii. When students are suspended and sent home from school pursuant to school disciplinary actions if the student's parent or guardian has refused or is unable to pick-up the child within a reasonable time period and the student is disruptive/disorderly and his/her continued presence on campus is a threat to the safety and welfare of other students and school personnel, as determined by the SRO or the DISTRICT.
- b. If circumstances require that the SRO transport a student, then the DISTRICT must provide a school official or employee of the same gender of the student to be transported to accompany the officer in the vehicle.
- c. If the student to be transported off campus is not under arrest, a victim of a crime, or violent or disruptive, the DISTRICT shall provide transportation for the student and the SRO may accompany a school official while transporting a student.
- d. SROs shall notify the DISTRICT before removing a student from campus.

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

- a. Interrogation Procedures. In the event a serious crime (as defined below) is committed at school or at a school activity, the principal or assistant principal with the assistance of the SRO should:
 - i. Question any witnesses to determine that a crime was committed and who committed the crime. The SRO shall have the general authority to question or interrogate any student at school who may have information about criminal misconduct or the violation of the conduct policies of the DISTRICT. As a general rule, the interrogation should be conducted in cooperation with and in the presence of a school official but when

immediate action is necessary or in an emergency situation, the SRO may interrogate a student without the presence of a school official.

- ii. Question the person suspected of committing the crime. As a general rule, the suspect should not be arrested or placed "in custody" during the initial interview or interrogation. The suspect shall be informed generally of the purpose of the investigation and given an opportunity to present informally his/her knowledge of the facts. If the suspect wishes to invoke *Miranda* rights, then the questioning will end.
- b. If a student is detained, placed in custody or arrested, the student must be advised of his/her *Miranda* rights prior to further questioning by a SRO, to-wit:
- i. That he/she has the right to remain silent;
 - ii. That anything he/she says can be used against him/her in a court of law;
 - iii. That he/she may, upon particular circumstances, have a parent, guardian or custodian present during questioning;
 - iv. That he/she has a right to talk with an attorney before you ask any questions and he/she has a right to have his/her attorney present with him/her during questioning;
 - v. That if he/she cannot afford to hire an attorney, one will be appointed for him/her by the court before any questioning if he/she wishes; and
 - vi. That if he/she decides to answer now without an attorney present, he/she will still have the right to stop answering questions at any time. He/she also has the right to stop answering questions at any time until he/she talks to a lawyer.
- c. A parent need not be present in order for the juvenile to waive his/her *Miranda* rights. See *In Re Welfare of L.R.B.*, 373 N.W.2d 334 (Minn. App. 1985). To determine whether the juvenile has the capacity to understand the nature of his/her Fifth Amendment rights and the consequences of waiving those rights, the SRO should evaluate the juvenile's age, maturity, intelligence, education, and

experience. *In Re Welfare of M.E.P.*, 523 N.W.2d 913 (Minn. 1994), *review denied* Mar. 1, 1995.

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

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

N. Arrest Procedures - School Related Crimes

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

- i. Release
- ii. Counsel and release
- iii. Release into the custody of the juvenile's parent, guardian or custodian
- iv. Referral to Health and Human Services
- v. Attempt to bring juvenile before the juvenile court
- vi. Seek a juvenile petition
- vii. Seek a juvenile petition and request a custody order
- viii. Immediately take the juvenile into custody as required by law
- ix. Attempt to bring the juvenile before the court for the purposes of involuntary commitment.

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

- c. If circumstances permit, the SRO and principal shall mutually agree upon a time during the school day for the removal of the student from the school. The student shall be called to the office by the principal at that time.
- d. If the school initiated the arrest of the student, the principal or his designee shall be responsible for notifying the student's parents or guardians. Such notification by a school official shall be made as soon as possible, preferably prior to the actual removal of the student from campus.
- e. If the SRO initiated the arrest, the SRO shall contact the student's parent as soon as practicable after the arrest of a student and shall notify the parent/guardian of the reason(s) for the arrest.

O. Arrest Procedures - Crimes Committed off Campus at School Bus Stops or While Students are Walking to and from School.

- a. School officials generally do not have the legal authority or jurisdiction to discipline students or others for criminal misconduct or juvenile offenses which occur at school bus stops or on public streets as students walk to and from school unless such criminal misconduct or juvenile offense is the direct result of or a continuation of misconduct which occurred at school.
- b. Law enforcement officials are responsible for enforcing the law on public streets, including at school bus stops. Therefore, the SRO shall assist school officials and coordinate with the appropriate local law enforcement agency the investigation of crimes that occur at bus stops and while students are walking to and from school.

P. Investigation and Arrest Procedures - Other Crimes Committed off Campus.

- a. Investigations Involving Students under the age of 14
 - i. If law enforcement officials are having difficulty locating a student off campus, determine that time is of the essence or for some other reason deems it necessary to interview a student under age 14 at school during school hours:
 - 1. The officer shall contact the school principal and/or SRO in advance and state the reason(s) to conduct an interview of a student at the school;

2. The investigating officer or SRO shall notify the student's parent or guardian of the officer's desire to interview or interrogate the student at school;
3. Normally, students under 14 years of age will not be questioned at the school without notice to and the consent of the parent or guardian;
4. The officer, principal and parent (if the parent wants to attend the interview or interrogation) should mutually agree on a convenient time during the school day to conduct the investigation;
5. As a general rule, school officials should not be present during the interview of the student. However, at the request of a parent or guardian, a school official may be present when a student is interviewed.

b. Investigations Involving Students 14 Years of Age or Older

- i. SROs and other law enforcement officials may interview and interrogate students 14 years of age or older (suspects or witnesses) at school during school hours.
- ii. The SRO or investigating officer should contact the school principal in advance and inform him/her of the reason(s) to conduct an investigation within the school;
- iii. The SRO or investigating officer and the principal shall mutually agree on a convenient time during the school day to conduct the investigation;
- iv. The SRO or investigating officer shall make a reasonable effort to notify the students' parents or guardians and to offer them the opportunity to be present during the interrogation.
- v. Parental consent is not required to interview a witness and the presence of the student's parent, guardian or attorney is not required to interrogate a suspect.

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

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

R. Controlled Substances

- a. School officials shall notify the SRO in all cases involving all possessions, sales or distribution of controlled substances at school or school activities.
- b. Any controlled substances or suspected controlled substances confiscated by school officials shall be turned over to the SRO for proper identification and eventual destruction.
- c. If there is probable cause to believe that a student or any other person has sold or is selling controlled substances at or near a school, the SRO shall be notified and the SRO shall conduct an investigation in accordance with Sheriff's Office policy.

S. Riots and Civil Disorders

- a. In the event a riot or civil disorder occurs on a middle or high school campus, the principal and the SRO shall discuss and agree upon a response to the situation.
- b. If, in the opinion of the principal and/or SRO, additional law enforcement personnel are needed to restore and/or maintain order, the SRO will contact the appropriate law enforcement agency and request that assistance. The principal or his designee also shall notify the Superintendent.
- c. The principal or his designee shall be prepared to respond to questions from the news media, parents and other members of the public as soon as order is restored.
- d. If deemed necessary by school and law enforcement officials, the media and the public may be restricted to an area off campus away from the disturbance until order is restored.

- e. The SRO or officer in charge shall consult with the principal about the need or decision to arrest and/or remove students and other persons from the campus. However, law enforcement officials shall have the authority to arrest and remove any person who commits a crime in their presence.
- f. The names of juveniles arrested or removed from campus should not be released to the news media.
- g. Students engaged in misconduct may be suspended immediately without a pre-suspension hearing but arrangements shall be made by the principal to provide an opportunity for the students to be heard within 24 hours of their suspension. See local Policy.

T. Access to Education Records

- a. School officials shall allow SROs to inspect and copy any public records maintained by the school including student directory information such as yearbooks. However, law enforcement officials may not inspect and/or copy confidential student education records except in instances of consent, exigent emergency circumstances, or pursuant to a search warrant.
- b. If some information in a student's cumulative record is needed in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety; the need of the information to meet the emergency situation and the extent to which time is of the essence.
- c. If confidential student records information is needed, but no emergency situation exists, the information may be released only upon the issuance of a search warrant or subpoena to produce the records.

U. Term of Agreement - The term of this agreement is one year commencing on September 8, 2015. The Agreement shall be renewed and extended annually for additional and successive one-year terms unless notice of non-renewal is given by either party, in writing, prior to June 15th of the initial or any succeeding term.

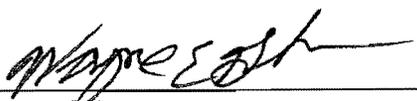
V. Consideration

- a. For and in consideration of the PCSO providing the SRO Program, the DISTRICT agrees to reimburse the PCSO for the actual hourly pay rate for the assigned SRO.
- b. The said compensation shall be paid by the DISTRICT to the PCSO pursuant to quarterly PCSO invoices.

W. Indemnification - The PCSO agrees to hold the DISTRICT its agent and employees free, harmless and indemnified from and against any and all claims, suits or causes of actions arising from or in any way out of the performance of the duties of the SRO officers or the SRO Program.

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

IN WITNESS THEREOF, the parties have caused this Contract to be executed as of the _____ day of _____, 2015, notwithstanding the date of the signatures of the parties.



Wayne Gilman
Pine City Public Schools, Superintendent


Board Chair



Jeff Nelson
Pine County Sheriff

Stephen M. Hallan
Pine County Board of Commissioners, Chairman

David J. Minke
Pine County Administrator

Approved as to form and execution:

Reese Frederickson
Pine County Attorney



AGENDA REQUEST FORM

Date of Meeting: August 18th, 2015

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

Agenda Item: Grant Contract/CVSO Operational Enhancement Grant Program

Department: Pine County Veteran Services



Department Head signature

Background information on Item:

2014 Veterans statistics

2014 CVSO Operational Enhancement Grant report

2015 CVSO Operational Enhancement Grant application

Action Requested: Request approval of resolution to enter into the Grant Contract

Financial Impact:

2014 Veterans Statistics, 2014 Grant expenditures report, 2016 Grant Contract, Resolution.

MDVA GRANTS

Total SSAP dollars received by
Counties in CY 2014

Rank	County	Total
1	Hennepin	\$ 364,884.73
2	Ramsey	\$ 305,384.88
3	St. Louis	\$ 219,465.75
4	Stearns	\$ 208,037.96
5	Itasca	\$ 182,081.37
6	Anoka	\$ 145,486.38
7	Dakota	\$ 109,185.98
8	Washington	\$ 106,171.59
9	Crow Wing	\$ 99,302.02
10	Otter Tail	\$ 96,440.77
11	Brown	\$ 73,012.96
12	Clay	\$ 66,701.20
13	Kandiyohi	\$ 63,525.84
14	Olmsted	\$ 62,472.42
15	Beltrami	\$ 60,692.92
16	Morrison	\$ 59,846.84
17	Cass	\$ 58,333.39
18	Mille Lacs	\$ 52,003.73
19	Pine	\$ 51,060.89
20	Douglas	\$ 49,261.89

Rank	County*	Total
1	St. Louis	\$ 219,465.75
2	Stearns	\$ 208,037.96
3	Itasca	\$ 182,081.37
4	Crow Wing	\$ 99,302.02
5	Otter Tail	\$ 96,440.77
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8	Kandiyohi	\$ 63,525.84
9	Olmsted	\$ 62,472.42
10	Beltrami	\$ 60,692.92
11	Morrison	\$ 59,846.84
12	Cass	\$ 58,333.39
13	Pine	\$ 51,060.89
14	Douglas	\$ 49,261.89
15	Kanabec	\$ 47,527.42
16	Mower	\$ 47,456.06
17	Blue Earth	\$ 46,498.75
18	Becker	\$ 43,568.87
19	Big Stone	\$ 39,834.63
20	Rice	\$ 38,948.82

*Counties that are part of OMB's
metropolitan statistical area removed

FY 2014 Compensation and Pension Recipients by County

* denotes less than ten beneficiaries

Obs	State	County	Total: Compensation	Total: Pension	Total: Compensation or Pension
1328	Minnesota	Aitkin	436	28	464
1336	Minnesota	Carlton	928	27	955
1340	Minnesota	Chisago	908	33	941
1357	Minnesota	Isanti	958	25	983
1360	Minnesota	Kanabec	475	25	500
1375	Minnesota	Mille Lacs	898	27	925
1385	Minnesota	Pine	732	23	756

FY14 GEOGRAPHIC DISTRIBUTION OF VA EXPENDITURES (GDX)

FY14 Summary of Expenditures by State										
Expenditures in \$000s										
County/ Congressional District	Veteran Population*	Total Expenditure	Compensation & Pension	Construction	Education & Vocational Rehabilitation/ Employment	Loan Guaranty#	General Operating Expenses	Insurance & Indemnities	Medical Care	Unique Patients**
AITKIN	1,736	\$ 16,258	\$ 7,647	\$ -	\$ 246	\$ -	\$ -	\$ 133	\$ 8,232	939
CARLTON	3,356	\$ 24,039	\$ 14,514	\$ -	\$ 1,071	\$ -	\$ -	\$ 131	\$ 8,322	977
CHISAGO	4,348	\$ 27,204	\$ 14,861	\$ -	\$ 2,057	\$ -	\$ -	\$ 246	\$ 10,040	1,113
ISANTI	3,209	\$ 20,657	\$ 9,766	\$ -	\$ 954	\$ -	\$ -	\$ 136	\$ 9,800	1,183
KANABEC	1,472	\$ 12,957	\$ 5,397	\$ -	\$ 159	\$ -	\$ -	\$ 84	\$ 7,318	677
MILLE LACS	2,443	\$ 27,339	\$ 13,710	\$ -	\$ 666	\$ -	\$ -	\$ 120	\$ 12,843	1,127
PINE	2,966	\$ 21,812	\$ 11,084	\$ -	\$ 708	\$ -	\$ -	\$ 189	\$ 9,831	912
MINNESOTA (Totals)	369,149	\$ 2,564,646	\$ 1,146,384	\$ 16,225	\$ 151,587	\$ -	\$ 83,322	\$ 30,815	\$ 1,136,313	115,827
CONG. DIST (01)	49,621	\$ 261,927	\$ 135,109	\$ -	\$ 14,944	\$ -	\$ -	\$ 3,642	\$ 108,233	14,369
CONG. DIST (02)	45,507	\$ 285,377	\$ 131,688	\$ -	\$ 25,675	\$ -	\$ -	\$ 3,452	\$ 124,562	11,783
CONG. DIST (03)	39,575	\$ 187,844	\$ 76,977	\$ -	\$ 16,651	\$ -	\$ -	\$ 5,366	\$ 88,850	9,567
CONG. DIST (04)	38,411	\$ 219,383	\$ 94,261	\$ -	\$ 19,627	\$ -	\$ -	\$ 4,385	\$ 101,109	8,723
CONG. DIST (05)	34,305	\$ 363,594	\$ 108,271	\$ 2,797	\$ 24,098	\$ -	\$ 81,763	\$ 3,716	\$ 142,949	9,465
CONG. DIST (06)	46,808	\$ 396,464	\$ 164,208	\$ 13,404	\$ 20,615	\$ -	\$ 1,558	\$ 2,506	\$ 194,172	16,923
CONG. DIST (07)	52,202	\$ 380,809	\$ 184,776	\$ 21	\$ 11,135	\$ -	\$ -	\$ 3,692	\$ 181,185	21,889
CONG. DIST (08)	62,719	\$ 469,249	\$ 251,094	\$ 3	\$ 18,842	\$ -	\$ -	\$ 4,055	\$ 195,254	23,108
MINNESOTA (Totals)	369,149	\$ 2,564,646	\$ 1,146,384	\$ 16,225	\$ 151,587	\$ -	\$ 83,322	\$ 30,815	\$ 1,136,313	115,827

FY13 GEOGRAPHIC DISTRIBUTION OF VA EXPENDITURES (GDX)

FY13 Summary of Expenditures by State										
Expenditures in \$000s										
County/ Congressional District	Veteran Population*	Total Expenditure	Compensation & Pension	Construction	Education & Vocational Rehabilitation/ Employment	Loan Guaranty#	General Operating Expenses	Insurance & Indemnities	Medical Care	Unique Patients**
AITKIN	1,731	\$ 14,476	\$ 6,739	\$ -	\$ 79	\$ -	\$ -	\$ 101	\$ 7,557	945
CARLTON	3,211	\$ 22,074	\$ 13,150	\$ -	\$ 933	\$ -	\$ -	\$ 138	\$ 7,853	956
CHISAGO	4,221	\$ 24,091	\$ 13,191	\$ -	\$ 1,515	\$ -	\$ -	\$ 168	\$ 9,217	1,058
ISANTI	3,053	\$ 19,237	\$ 8,093	\$ -	\$ 882	\$ -	\$ -	\$ 170	\$ 10,092	1,159
KANABEC	1,416	\$ 10,597	\$ 4,798	\$ -	\$ 122	\$ -	\$ -	\$ 51	\$ 5,626	629
MILLE LACS	2,387	\$ 24,126	\$ 12,193	\$ -	\$ 733	\$ -	\$ -	\$ 143	\$ 11,058	1,075
PINE	2,813	\$ 18,957	\$ 9,881	\$ -	\$ 578	\$ -	\$ -	\$ 152	\$ 8,346	904
MINNESOTA (Totals)	360,754	\$ 2,336,965	\$ 986,609	\$ 15,600	\$ 133,629	\$ -	\$ 82,027	\$ 33,370	\$ 1,085,731	113,577
CONG. DIST (01)	48,040	\$ 238,052	\$ 115,042	\$ -	\$ 14,409	\$ -	\$ -	\$ 4,777	\$ 103,824	14,084
CONG. DIST (02)	44,607	\$ 256,263	\$ 111,980	\$ -	\$ 20,487	\$ -	\$ -	\$ 3,873	\$ 119,924	11,349
CONG. DIST (03)	39,046	\$ 171,848	\$ 65,770	\$ -	\$ 14,274	\$ -	\$ -	\$ 5,117	\$ 86,687	9,388
CONG. DIST (04)	37,634	\$ 199,244	\$ 81,189	\$ 21	\$ 18,304	\$ -	\$ -	\$ 4,329	\$ 95,400	8,600
CONG. DIST (05)	34,076	\$ 347,940	\$ 92,944	\$ 8,678	\$ 20,648	\$ -	\$ 80,331	\$ 3,503	\$ 141,835	9,445
CONG. DIST (06)	45,198	\$ 356,884	\$ 139,577	\$ 6,900	\$ 19,070	\$ -	\$ 1,695	\$ 3,136	\$ 186,505	16,301
CONG. DIST (07)	50,861	\$ 351,192	\$ 162,113	\$ -	\$ 11,208	\$ -	\$ -	\$ 4,253	\$ 173,619	21,752
CONG. DIST (08)	61,293	\$ 415,542	\$ 217,994	\$ -	\$ 15,230	\$ -	\$ -	\$ 4,381	\$ 177,937	22,658
MINNESOTA (Totals)	360,754	\$ 2,336,965	\$ 986,609	\$ 15,600	\$ 133,629	\$ -	\$ 82,027	\$ 33,370	\$ 1,085,731	113,577

FY12 GEOGRAPHIC DISTRIBUTION OF VA EXPENDITURES (GDX)

MINNESOTA										
Expenditures in \$000s										
County/ Congressional District	Veteran Population*	Total Expenditure	Compensation & Pension	Construction	Education & Vocational Rehabilitation/ Employment	Loan Guaranty#	General Operating Expenses	Insurance & Indemnities	Medical Care	Unique Patients**
AITKIN	1,774	\$ 12,641	\$ 5,715	\$ -	\$ 157	\$ -	\$ -	\$ 75	\$ 6,695	972
CARLTON	3,242	\$ 19,403	\$ 12,261	\$ -	\$ 1,143	\$ -	\$ -	\$ 126	\$ 5,873	953
CHISAGO	4,281	\$ 21,984	\$ 11,349	\$ -	\$ 1,373	\$ -	\$ -	\$ 213	\$ 9,049	1,004
ISANTI	3,082	\$ 16,719	\$ 6,934	\$ -	\$ 1,030	\$ -	\$ -	\$ 184	\$ 8,572	1,133
KANABEC	1,423	\$ 10,806	\$ 4,397	\$ -	\$ 237	\$ -	\$ -	\$ 20	\$ 6,152	631
MILLE LACS	2,423	\$ 18,688	\$ 10,326	\$ -	\$ 640	\$ -	\$ -	\$ 144	\$ 7,577	1,048
PINE	2,832	\$ 18,069	\$ 9,437	\$ -	\$ 666	\$ -	\$ -	\$ 41	\$ 7,926	910
MINNESOTA (Totals)	369,295	\$ 1,978,159	\$ 863,698	\$ 3,139	\$ 133,639	\$ -	\$ 81,451	\$ 31,132	\$ 865,099	112,407
CONG. DIST (01)	48,060	\$ 199,009	\$ 103,620	\$ -	\$ 11,742	\$ -	\$ -	\$ 3,813	\$ 79,833	14,039
CONG. DIST (02)	48,042	\$ 218,931	\$ 99,023	\$ 5	\$ 24,496	\$ -	\$ -	\$ 4,630	\$ 90,777	11,429
CONG. DIST (03)	39,464	\$ 152,099	\$ 59,151	\$ -	\$ 15,279	\$ -	\$ -	\$ 5,526	\$ 72,143	9,356
CONG. DIST (04)	37,124	\$ 170,530	\$ 71,979	\$ -	\$ 17,225	\$ -	\$ -	\$ 3,408	\$ 77,919	8,574
CONG. DIST (05)	33,668	\$ 288,776	\$ 76,870	\$ 770	\$ 20,183	\$ -	\$ 79,370	\$ 3,428	\$ 108,157	8,828
CONG. DIST (06)	51,568	\$ 304,780	\$ 128,348	\$ 136	\$ 19,336	\$ -	\$ 2,082	\$ 3,228	\$ 151,651	17,231
CONG. DIST (07)	49,235	\$ 285,521	\$ 135,575	\$ 2,167	\$ 9,817	\$ -	\$ -	\$ 3,359	\$ 134,603	20,534
CONG. DIST (08)	62,133	\$ 358,511	\$ 189,133	\$ 61	\$ 15,561	\$ -	\$ -	\$ 3,739	\$ 150,016	22,416
MINNESOTA (Totals)	369,295	\$ 1,978,159	\$ 863,698	\$ 3,139	\$ 133,639	\$ -	\$ 81,451	\$ 31,132	\$ 865,099	112,407

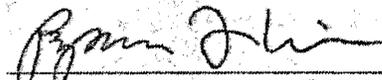
CVSO Operational Enhancement Grant
Compliance Report

I hereby certify that the County Veterans Service Office Operational Enhancement Grant funds received from the Minnesota Department of Veterans Affairs were expended only on items/services that are authorized and specified in the list of approved expenditures that has been provided to this county by the Minnesota Department of Veterans Affairs.

As verification of the proper expenditure of these funds, I have attached copies of all paid in full receipts for all purchases made with grant funds. These receipts are in the total amount of \$10,000.00.

Any remaining grant funds not expended are returned with this report. The check/warrant is made payable to the Minnesota Department of Veterans Affairs in the amount of \$0.

All original receipts and accompanying purchase orders will be retained by this county for audit purposes.



Signature of Certifying Official

5/28/15

Date

Pine County

County

320-216-4250

Business Phone #

**Minnesota Department of Veterans Affairs
FY14 CVSO Operational Enhancement Grant – Expenditure Form**

This form is required for ALL grants and is to be returned to the Department with accompanying paid receipts at the end of the grant cycle.

County PINE

Fiscal Year 2014

Items/services purchased with grant funds	# of Units	Cost/Unit	Sub Total Cost	Sales Tax	Total (cost plus sales tax)
Increased veterans office staffing from 1.25 FTE to 1.5 FTE					5,039.61
Printer and rolling duffel for mobile office			234.15		234.15
Fax machine drum	1		139.76		139.79
Toner Cartridge	1		297.56		297.56
NACVSO training lodging	4	56.75			227.00
MACVSO Conference lodging			419		419.00
NACVSO training Mileage					479.36
MACVSO conference Mileage					110.88
MACVSO dues					100.00
MACVSO registration					50.00
Outreach ad Hinckley news					131.25
Outreach ad Hinckley news					126.00
Outreach ad Askov American					113.40
Outreach ad Pine Courier					113.40

Outreach ad Pine Pioneer					53.03
Travel reimbursement to VAMC appts: Fred Bowen	5 trips	\$25			125.00
Gas for veterans Van August					187.46
Gas for veterans Van September					287.08
Gas for veterans Van October					307.68
Gas for veterans Van November					252.32
Gas for veterans Van December					171.79
Gas for veterans Van January					189.17
Gas for veterans Van February					131.45
Gas for Veterans Van March					123.11
Gas for veterans Van April					172.42
2 nd opinion for Rainbow Dancer					420.00
Total Amount of CVSO Operational Enhancement Grant					\$10,001.91

CVSO Workplan & proposed Budget Expenditures Report

County Name: Pine County

CVSO Authorized Representative Name: Ben Wiener

Project Name: County Veterans Service Office Operational Enhancement Grant Program

Legal Citation: Minnesota Laws 2015, Chapter 77, Article 1, Section 37, Subdivision 2

Period Covered by Request: FY2016 (July 1, 2015 - June 30, 2016)

SECTION ONE - Workplan

Please provide a brief description of CVSO's intended use of CVSO grant funds.

Pine County Veterans Services Office intends to utilise the CVSO Operational Enhancement Grant to support a variety of programs targeted at informing veterans of the benefits for which they may be eligible through Marketing and Publicity Items and assisting Veterans in accessing their benefits through Transportation, Medical 2nd opinions, and staff expenditures.

SECTION TWO - proposed Budget Expenditures Report

Instructions:

Column A - Enter your proposed Budget Items (Attachment A)

Column B - Enter your *estimated* Budget Amounts

HINT: To add more rows, 1) SELECT the HOME tab (next to FILE top left of screen). 2) Put cursor in far left column and SELECT a row within the budget spreadsheet (row will be hi-lighted). 3) PRESS CNTL + "C" (at the same time.) 4) Then select INSERT (located top right on screen).

The *proposed Budget Expenditure Report* is pre-programmed to calculate totals.

Budget Item (e.g. Publicity, Travel etc.)	Budget Amount	Submitted Receipts (leave blank)	Ending Balance
Reference: Grant Agreement (Attachment A - "CVSO Operational Enhancement Grant Items Approved/Disapproved" List)			
Software	\$ 500.00		\$500.00
Travel expenses related to training	\$ 1,000.00		\$1,000.00
Staff expenses/ staff previously hired under grant	\$ 2,000.00		\$ 2,000.00
Medical expenses: 2nd opinions	\$ 1,500.00		\$1,500.00
Veterans Transportation	\$ 1,500.00		\$1,500.00
Marketing: radio/newspaper ads	\$ 2,500.00		\$2,500.00
Publicity items	\$ 1,000.00		\$1,000.00
			\$0.00
Column Total	\$ 10,000.00	\$ -	\$10,000.00

RESOLUTION OF PINE COUNTY 2015-29

BE IT RESOLVED by Pine County that the County enter into the attached **Grant Contract** with the Minnesota Department of Veterans Affairs (MDVA) to conduct the following Program: **County Veterans Service Office Operational Enhancement Grant Program**. The grant must be used to provide outreach to the county's veterans; to assist in the reintegration of combat veterans into society; to collaborate with other social service agencies, educational institutions, and other community organizations for the purposes of enhancing services offered to veterans; to reduce homelessness among veterans; and to enhance the operations of the county veterans service office, as specified in Minnesota Laws 2013 Chapter 142 Article 4. This Grant should not be used to supplant or replace other funding.

BE IT FURTHER RESOLVED by Pine County that Ben Wiener, the County Veterans Service Officer, be authorized to execute the attached Grant Contract for the above-mentioned Program on behalf of the County.

WHEREUPON the above resolution was adopted at a regular meeting of the County Board this 18th day of August, 2015.

Authorized Signature and Title

Date

County Administrator
STATE OF MINNESOTA

PINE COUNTY

I, David Minke, do hereby certify that I am the custodian of the minutes of all proceedings had and held by the County Board of said Pine County, that I have compared the above resolution with the original passed and adopted by the County Board of said Pine County at a regular meeting thereof held on the 18th day of August, 2015 at _____, 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.

IN WITNESS WHEREOF, I have hereunto placed my hand and signature this 18th day of August, 2015, and have hereunto affixed the seal of the County.

Authorized Signature and Title

(SEAL)

**STATE OF MINNESOTA
MINNESOTA DEPARTMENT OF VETERANS AFFAIRS**

**COUNTY VETERANS SERVICE OFFICE OPERATIONAL ENHANCEMENT GRANT PROGRAM
GRANT AGREEMENT**

This grant agreement is between the State of Minnesota, acting through its Commissioner of the **MINNESOTA DEPARTMENT OF VETERANS AFFAIRS** ("State" or "MDVA") and Pine County, 1602 Hwy 23 North, Sandstone, MN, 55072 ("Grantee").

Recitals

- 1 Under Minnesota Statutes §197.608, as amended by Minnesota Laws 2015, Chapter 77, Article 1, Section 37, Subdivision 2, the State is empowered to enter into this grant.
- 2 The State is in need of enhancing the operation of the County Veterans Service Offices. This grant must be used to enhance the operations of the Grantee's County Veterans Service Office under Minnesota Statutes §197.608, Subdivision 4(a), and should not be used to supplant or replace other funding.
- 3 The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State. Pursuant to Minnesota Statutes §16B.98 Subdivision 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Agreement

1. Term of Grant agreement

- 1.1 **Effective date:** July 1, 2015 or the date the State obtains all required signatures under Minnesota Statutes §16C.05, subdivision 2, whichever is later.
The Grantee must not begin work under this grant agreement until this contract is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work, except as permitted by Minnesota Statutes §16B.98, Subdivision 11.
- 1.2 **Expiration date:** June 30, 2016, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant agreement: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

2. Grantee's Duties

The Grantee, who is not a state employee, will:

- 2.1 Comply with required grants management policies and procedures set forth through Minn. Stat. §16B.97, Subd. 4 (a) (1).
- 2.2 Conduct the County Veterans Service Office Operational Enhancement Grant Program by purchasing one, or more, of the allowable goods and services as specified in the CVSO Operational Enhancement Grant Items Approved/Disapproved for Fiscal Year 2016, identified as Attachment A, which is attached and incorporated into this grant agreement.
- 2.3 If the Grantee wishes to purchase a good or service not listed on the approved items list of the CVSO Operational Enhancement Grant Items Approved/Disapproved for Fiscal Year 2016, Attachment A, they shall submit a written request to the State's Authorized Representative listing the item, the estimated cost, and how the item will benefit county veterans. The item may only be purchased with grant funds upon receipt of written approval from MDVA.

- 2.4 Upon the conclusion of this Project, the Grantee shall submit a Final Progress and Financial Report to MDVA, which shows all Tasks accomplished and separately accounts for all grant funds expended. If the Grantee is eligible for a grant under this Program in the following fiscal year, MDVA will not enter into a new grant agreement nor issue any payment, until the Final Progress and Financial Report for the current fiscal year has been received and approved. The Grantee must also certify compliance by completing and submitting the CVSO Operational Enhancement Compliance Report, Attachment E which is attached and incorporated into this grant agreement.
- 2.5 In the event that any provision of the Grantee's charter or mission, incorporated into this grant agreement by reference, is not consistent with any portion of the grant agreement, then the terms of this grant agreement supersede the inconsistent provision.
- 2.6 Comply with the requirements specified in the MDVA Grants Manual, Attachment F, which is attached and incorporated into this grant agreement. In the event that any provision of the MDVA Grants Manual, Attachment F is not consistent with any language of the grant agreement, then the terms of this grant agreement supersede the inconsistent provision.
- 2.7 If at any time during administering the grant, a personal or professional Conflict of Interest situation becomes apparent, the Grantee shall disclose that conflict immediately to the State Authorized Representative in writing (as provided for in the MDVA Grants Manual, Attachment F, specifically the Conflict of Interest Disclosure Form, Appendix E) to determine if corrective action is necessary.
- 2.8 Allow the State, at any time, to conduct periodic site visits and inspections to ensure work progress as specified in the MDVA Grants Manual (Attachment F), including a final inspection upon program completion.

3. Time

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

4. Consideration and Payment

4.1 Consideration. Consideration for all services performed by Grantee pursuant to this grant agreement shall be paid by the State as follows:

- 4.1.1 **Compensation.** The Grantee will be paid an Advanced Payment lump sum of **\$10,000** and must utilize funds for allowable goods and services as specified in the CVSO Operational Enhancement Grant Items Approved/Disapproved for Fiscal Year 2016, Attachment A. To ensure compliance with the duties listed in Clause 2 "Grantee's Duties," Grantee will complete provided (Microsoft Excel Spreadsheets) Work Plan and Proposed Budget Expenditure Report, identified as Attachment B which is attached and incorporated into this grant agreement, and Progress Report and Final Budget Expenditure Report, identified as Attachment C which is attached and incorporated into this grant agreement. Grantee will submit Attachments B and C to the State consistent with the requirements specified in the MDVA Grants Manual, Attachment F.
- 4.1.2 **Travel Expenses.** Travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant agreement is an allowable expense. The Grantee will report travel and subsistence expenses on the Travel Expense Worksheet, identified as Attachment D, which is attached and incorporated into this grant agreement, or a similar worksheet as provided by the county, in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB).

Travel and subsistence expenses incurred outside Minnesota are not approved unless the Grantee has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

- 4.1.3 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant agreement will not exceed **\$ 10,000 (TEN THOUSAND DOLLARS).**

4.2 Payment

- 4.2.1 **Invoices.** The State will promptly pay the Grantee an Advance Payment lump sum payment as specified in Clause 4.1.3 upon execution of this Grant agreement.
- 4.2.2 **Eligible Project Costs.** In order to be eligible for Project Grant Funds, cost must be reasonable, necessary, and allocated to the Project, permitted by appropriate State cost principles, approved by the State and determined to be eligible pursuant to Minnesota Laws 2015, Chapter 77, Article 1, Section 37, Subdivision 2, and this Grant agreement.
- 4.2.3 **Unexpended Funds.** If the work specified in the Grantee's Duties is not completed, or is completed without expending the budgeted total of MDVA grant funds, the Grantee shall apply MDVA grant funds towards the total cost properly expended on the Tasks specified in the Grantee's Duties, and shall promptly return to the MDVA any funds not so expended. All advance payments on the grant must be reconciled within 12 months of issuance or within 60 days of the end of the grant period, whichever comes first.

4.3 Contracting and Bidding Requirements.

- 4.3.1 **Invoices.** Any services and/or materials that are expected to cost \$20,000 or more must undergo a formal notice and bidding process.
- 4.3.2 Any services and/or materials that are expected to cost between \$10,000 and \$19,999 must be scoped out in writing and offered to a minimum of three (3) bidders.
- 4.3.3 Any services and/or materials that are expected to cost between \$5,000 and \$9,999 must be competitively based on a minimum of three (3) verbal quotes.
- 4.3.4 Support documentation of the bidding process utilized to contract services must be included in the Grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.
- 4.3.5 For projects that include construction work of \$25,000 or more, prevailing wage rules apply per; Minn. Stat. §§177.41 through 177.44 consequently, the bid request must state the project is subject to prevailing wage. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

5. Conditions of Payment

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

6. Authorized Representative

The State's Authorized Representative is **Brad Lindsay**, Deputy Commissioner, Minnesota Department of Veterans Affairs, Veterans Services Building, 20 West 12th Street, St. Paul, Minnesota 55155, 651-757-1582, brad.lindsay@state.mn.us or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this Grant agreement.

The Grantee's Authorized Representative is **Ben Wiener**, CVSO Pine County, 1602 Hwy 23 North Sandstone, MN, 55072, (320) 216-4250, ben.wiener@co.pine.mn.us, or his/her successor. If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify the State.

7. Assignment, Amendments, Waiver, and Grant agreement Complete

7.1 Assignment. The Grantee shall neither assign nor transfer any rights or obligations under this grant agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant agreement, or their successors in office.

7.2 Amendments. Any amendments to this grant agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant agreement, or their successors in office.

7.3 Waiver. If the State fails to enforce any provision of this grant agreement, that failure does not waive the provision or the State's right to enforce it.

7.4 Grant agreement Complete. This grant agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

8. Liability

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

9. State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10. Government Data Practices and Intellectual Property

10.1 Government Data Practices. The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

10.2 **Intellectual Property Rights**

10.2.1 **Intellectual Property Rights.** The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the works and documents *created and paid for under this Grant Agreement*. The "works" means all inventions, improvements, discoveries (whether or not patentable), 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 this Grant Agreement. "Works" includes documents. The "documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this Grant Agreement. The documents will be the exclusive property of the State and all such documents must be immediately returned to the State by the Grantee upon completion or cancellation of this Grant Agreement. 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." The Grantee assigns all right, title, and interest it may have in the works and the documents to the State. 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.

10.2.2 **Obligations**

10.2.2.1 **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this Grant agreement, the Grantee will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the State's Authorized Representative with complete information and/or disclosure thereon.

10.2.2.2 **Representation.** The Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the 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 the works and documents. The Grantee represents and warrants that the works and documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, 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 the 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.

11. Workers' Compensation

The Grantee certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12. Publicity and Endorsement

12.1 **Publicity.** Any publicity regarding the subject matter of this grant agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant agreement.

12.2 **Endorsement.** The Grantee must not claim that the State endorses its products or services.

13. Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant agreement. Venue for all legal proceedings out of this grant agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14. Termination

14.1 **Termination by the State.** The State may immediately terminate this grant agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 **Termination for Cause.** The State may immediately terminate this Grant agreement if the State finds that there has been a failure to comply with the provisions of this Grant agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed. If the Grantee does not commence the Project within six (6) months of the effective date of this Grant agreement, as evidenced by the incurrence of documented expenses for eligible grant costs, then this Grant agreement shall be reviewed by MDVA, and may be terminated and the funds returned to MDVA to be reallocated.

14.3 **Termination for Insufficient Funding.** The State may immediately terminate this Grant Contract if:

14.3.1 It does not obtain funding from the Minnesota Legislature;

14.3.2 Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

15. Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

SWIFT Contract/PO No(s): _____

2. GRANTEE: Pine County

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

Grantee: _____

Stephen n Hallan

Title: _____

Board Chair

Date: _____

Ben Wiener
County Veteran's Service Officer

Grantee: _____

Kelly Schroeder

Title: _____

Acting County Administrator

Date: _____

3. STATE AGENCY: MINNESOTA DEPARTMENT OF VETERANS AFFAIRS

Signed: _____

(With delegated authority)

Title: _____

Date: _____

Distribution:

- Agency
- Grantee
- State's Authorized Representative - Photo Copy

ATTACHMENT A

CVSO Operational Enhancement Grant Items Approved/Disapproved – FY2016

Minnesota Statute § 197.608, as amended, provides that this grant may be utilized for the following general purposes.

- To provide outreach to the county's veterans.
- To assist in the reintegration of combat veterans into society.
- To collaborate with other social service agencies, educational institutions, and other community organizations for the purposes of enhancing services offered to veterans.
- To reduce homelessness among veterans.
- To enhance the operations of the county veterans service office.

Only the items approved on this form are authorized for purchase using grant funds. The MDVA will seek recovery from your county for any items not on this list that have been purchased with grant funds.

EQUIPMENT & SUPPLIES	
Monitors and Dual monitor video cards	Teleconferencing equipment
Laptops/Tablet PC's/I-Pad (including accessories)	Paper shredders or shredding contracts
Personal computers - Desktop	TV /DVD combinations
Printers/Scanners	Mobile broadband data access device/Hotspot (No monthly contracts or fees.)
Cellular Phones/Smart Phones	Fax machines and installation of initial phone line (No monthly contracts or fees.)
Photo copiers (or 12 month lease) (Including user maintenance agreements.)	Digital Cameras
Digital Video Recorders	Digital Projectors – LCD/DLP
Office Supplies related to administering the CVSO grant (e.g. copy paper, toner cartridges, ink cartridges, etc.).	Office Furniture that <i>is necessary</i> and is directly related to a computerization, organization and enhancement efforts (such as required furniture for new/increased staff, computer desk, printer stand, filing cabinets, etc.).
Headsets – Phone ONLY	Label printers and supplies

SOFTWARE	
Veterans Information/Case Management Systems and Software (Including user maintenance agreements.)	

MARKETING

Marketing expenses (Display boards, radio airtime, TV airtime and newspaper ads, billboards, CVSO shirts & jackets <i>(Must display the LinkVet logo)</i>)	Publicity Items (<i>Magnets, Brochures, Challenge Coins – must include reference to LinkVet</i>)
--	---

VETERAN SERVICES

Expenses related to the goal of reducing Veteran homelessness (<i>Must be pre-approved</i>)	Staff expenses for new/increased staff or to fund staff that were previously hired utilizing this grant that provide direct services to veterans.
Training at local colleges – Includes all staff in CVSO Office and must relate to the position of CVSO. (<i>Must be pre-approved</i>)	Travel expenses related to MACVSO / MDVA/ USDVA sponsored training events. (<i>Including transportation, lodging and registration fees</i>)
Expenses related to the transportation of Veterans needing to access their benefits (Including van/vehicle purchases for this primary purpose, maintenance, fuel, etc.)	Required NACVSO Accreditation/CEU/CVA Training – Must provide a “Certificate of Completion” after training. (<i>Transportation, Lodging and Registration</i>)
Medical expenses to pay for 2 nd opinions on previously denied VA disability claims.	Expenses related to “Outreach” such as benefits fairs, town halls and seminars. (<i>Refreshments & food over \$500.00 must be pre-approved</i>)
Expenses related to the reintegration of returning service members (Including travel expenses to official reintegration events)	Employee Meals related to official travel for required training are allowable as specified in Chapter 15 – Expense Reimbursement per the State of Minnesota “Commissioner’s Plan” located at www.mn.gov/mmb Website.
Veteran Medallion Samples (VA Marker) (three sizes) to display in the office	Expenses related to the Transportation of Veterans needing to access their benefits (Including van/vehicle purchases for this primary purpose, maintenance, fuel, etc.)
Medical expenses to pay for 2 nd opinions on previously denied VA disability claims.	Expenses related to the collaboration with other social service agencies , educational institutions, and other community organizations for the purposes of enhancing services offered to veterans. Note: A detailed Account Activity Statement including 1) Veteran Name, 2) Total Dollars, 3) Payee info and 4) Description is required for the Final Closeout Report.

SWIFT # _____

Also Approved:

- Reference materials (medical dictionaries, VA rules and regulations manuals, etc.).
- Up to one year of extended warranties/extended maintenance contracts on equipment and related software purchased during this grant cycle ONLY.

***NOTE: The maximum purchase price for certain items does NOT include tax or shipping charges.**

Items Not Approved:

- Direct assistance payments to veterans, their survivors or dependents.
- Payments made to a third party on behalf of a veteran, their survivors or their dependents, such as mortgage, rent, auto loans, insurance, credit cards, etc.

Attachment B - Sample Only

SECTION One - CVSO Workplan & proposed Budget Expenditures Report	
Grantee's Name:	_____
CVSO's Name:	_____
Project Name:	County Veterans Service Office Operational Enhancement Grant Program
Legal Citation:	Minnesota Laws 2015, Chapter 77, Article 1, Section 37, Subdivision 2
Period Covered by Request:	FY2016
Please provide a brief description of CVSO's intended use of CVSO grant funds.	

SECTION TWO - proposed Budget Expenditures Report Instructions
Instructions:
Column A - Enter your proposed Budget Items (Attachment A)
Column B - Enter your <i>estimated</i> Budget Amounts
NOTE: The proposed Budget Expenditure Report is pre-programmed to calculate totals.

Budget Item <small>(e.g. Printing, Travel, etc.)</small>	Budget Amount	Receipts (leave blank)	Ending Balance
<small>Reference: Grant Agreement (Attachment A - "CVSO Operational Enhancement Grant Items Approved/Disapproved" List)</small>			
			\$0.00
Column Total	\$ -	\$ -	\$0.00

Attachment E

CVSO Operational Enhancement Grant Compliance Report

I hereby certify that the County Veterans Service Office Operational Enhancement Grant funds received from the Minnesota Department of Veterans Affairs were expended only on items/services that are authorized and specified in the Items Approved/Disapproved list of approved expenditures that has been provided to this county by the Minnesota Department of Veterans Affairs.

As verification of the proper expenditure of these funds, I have attached copies of all paid in full receipts for all purchases made with grant funds. These receipts are in the total amount of \$ _____.

Any remaining grant funds not expended are returned with this report. The check/warrant is made payable to the Minnesota Department of Veterans Affairs in the amount of \$ _____.

All original receipts and accompanying purchase orders will be retained by this county for audit purposes.

Signature of Certifying Official

Date

Print Name

County

Business Phone #

Attachment F

Minnesota Department of Veterans Affairs (MDVA)



GRANTS MANUAL

Fiscal Year 2016 (July 1, 2015 - June 30, 2016)

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I. Introduction

The Finance Division within the Minnesota Department of Veterans Affairs (MDVA) provides contract management services related to grant programs. Contract management ensures oversight of grants for program deliverables and meets the requirements of all federal and state laws and policies including the Department of Administration's Office of Grants Management (OGM) procedures. Contract management aids recipients with financial compliance and ensures program consistency with appropriation law, state statute, grants policies, and approved budgets, work plans and final reports.

The grantee is responsible for establishing and maintaining adequate internal financial control systems that follow generally accepted accounting and auditing principles. Any accounting issues not addressed in this manual are subject to state agency standards as interpreted by the State's internal auditors. All programs are subject to final audit.

The Minnesota Office of Grants Management Policy (OGM) Policy Number 08-10 requires one monitoring visit during the course of the grant period for grants valued at over at \$50,000. Monitoring will take place either at the grantee's office location, the MDVA Saint Paul Office, or via phone. Grantees will be given adequate notice prior to monitoring. The purpose of monitoring is to:

- Resolve problems
- Offer technical assistance
- Review recordkeeping (financial records and associated documentation and procedures)

Note: The MDVA Finance Division reserves the right to monitor grants valued at less than \$50,000.

This manual was developed to help grantees administer their MDVA grants and to provide instruction on reporting eligible program expenses for Advanced Payments and Reimbursement Payment Requests. However, this manual will not be able to address all issues and potential problems that may arise during the completion of the program.

For questions regarding the Grant Agreement, Amendments, Reimbursement Requests and/or Advanced Payment Requests, please contact the MDVA Grants Specialist or the State's Authorized Representative.

II. State Accounting System (SWIFT) Requirements

MDVA processes program reimbursement payments through a system managed by Minnesota Management and Budget (MMB). The preferred method of payment is through the use of an electronic funds transfer (EFT) directly into the grantee's designated bank account. Electronic transfer reimbursements provide timely payments and prevent the loss of checks either in the mail or by misdirection. In order to set up the electronic transfer payment process, please contact MMB at 651-201-8106.

The grantee will also need to request a User ID to access the SWIFT e-Supplier portal to view payment information:

- Go to <http://supplier.swift.state.mn.us>
- At the Supplier Portal - leave the User ID and Password boxes blank
- Click on the 'Vendor Registration Link'
- Enter Vendor Name, Tax Identification Number (TIN) Type & Federal Tax ID and click next
- Enter SWIFT Vendor ID and click 'find' (to find the SWIFT Vendor ID - go to <http://www.swift.state.mn.us/vendors> and enter the vendor number)
- If a user ID exists it will be displayed
- Click on the 'Create new user' button and follow the steps to create a new user password
- An email will be sent with the new User ID and password.

Questions regarding this process can be sent to efthelpline.mmb@state.mn.us.

III. GRANT PAYMENTS

In accordance with the Minnesota Office of Grants Management Policy (OGM) Policy Number 08-08, payments for MDVA grants are reimbursement based unless Advanced Payment is specified in the grantee's Grant Agreement.

A. Reimbursement Payment

When a grant agreement is reimbursement-based, grantees must pay for program expenses prior to seeking grant payment. Eligible expenses are then reimbursed, as outlined the Grant Agreement approved budget.

Reimbursement Payment Requests are submitted to the MDVA Grants Specialist or the State's Authorized Representative monthly, quarterly or as specified in the Grant Agreement.

- Monthly (June, July, August etc.)
- Quarterly (Q1 - Jul-Sep, Q2 - Oct-Dec)

1. Reimbursement Documents to Be Submitted

The grantee shall provide to the State the following information to receive grant reimbursement payments, (or as instructed in the Grant Agreement):

- **Program Reimbursement Payment Request Form, Appendix C**

This form must be completed and signed by an individual who is authorized by the organization to submit reimbursement requests.

- **Budget Expenditure Report, Attachment B**

The Budget Expenditure Report, Attachment B, provides the starting budget amounts, the current requested reimbursement amount, and the remaining balance of funds available. The Budget Categories are the same as those from the approved budget. Only approved budget items (expenses) will be eligible for reimbursement.

- **Grant Expense Supporting Documentation**

Expense Supporting Documentation must include all receipts, mileage logs, invoices, and payroll records. This information is required to determine the eligibility of the expenses and to ensure expenses were made within the period eligible for reimbursement.

2. Final Grant Closeout

- In accordance with the Minnesota Office of Grants Management Policy (OGM) Policy Number 08-09, grantees are required to submit progress reports at least annually. The Final Report and Budget Expenditure Report, Attachment C, the Veterans Service Organization Compliance Report, Attachment E, and supporting documentation must be submitted within 20 business days after the Grant Agreement Termination Date in order to allow the MDVA Finance adequate time Unit to review the paperwork, notify the grantee of any missing or incomplete documentation, and process the request.
- The final reimbursement will be paid when the State determines that the Grantee has satisfactorily fulfilled all the terms of their grant agreement.

B. Advanced Payment

Grantees with an Advanced Payment provision in their Grant Agreement, shall receive a grant payment at the beginning of the grant period. As the grant fund are expended, grantees shall retain their grant expenditure supporting documentation (receipts, invoices, mileage logs, payroll reports and proof of payment) on file.

1. Advanced Payment Documentation to be Submitted

Grantees with the provision in their Grant Agreement allowing one or more installment shall receive partial grant payments, usually 50%, at the beginning and again mid-way through of the grant period.

Grant expenditure supporting documentation is provided to the State after each payment installment has been expended, or as specified in the Grant Agreement.

Payment installments following the initial one shall be made by the State to the grantee once the supporting documentation has been reviewed and accepted by the MDVA Grants Specialist or the State's Authorized Representative.

2. **Grantee Request for Payment Installment**

The grantee shall provide to the State the following information to receive subsequent grant payment installments:

- **Advanced Payment Grant Expenditure Report Form, Appendix D**

Subsequent grant payments shall be made after the above documents have been reviewed and approved by the MDVA Grants Specialist or the State's Authorized Representative.

- **Budget Expenditure Report, Attachment B**

The Budget Spreadsheet provides information on the starting budget amounts, the current budget expenditure amount, and the remaining balance of funds available. The Budget Categories are the same as those from the approved budget. Only approved budget items (expenses) will be eligible for reimbursement.

- **Advanced Payment Supporting Documentation**

Program expenses must be documented with receipts, mileage logs, invoices, and payroll records. This information is required to determine the eligibility of the expenses and to ensure expenses were made within the period eligible for reimbursement.

3. **Final Grant Closeout**

In accordance with the Minnesota Office of Grants Management Policy (OGM) Policy Number 08-09, grantees are required to submit progress reports at least annually. The Final Report and Budget Expenditure Report, Attachment C, the Veterans Service Organization Compliance Report, Attachment E, and supporting documentation must be submitted within 20 business days after the Grant Agreement Termination Date in order to allow the MDVA Finance adequate time Unit to review the paperwork, notify the grantee of any missing or incomplete documentation, and process the request.

IV. **Grant Expense Supporting Documentation**

For all grant payments (Reimbursement or Advanced Payment), supporting documentation must explicitly state the date(s) that the services were performed in order to determine the date(s) fall within the period eligible for reimbursement as specified in the Grant Agreement.

Please insure that the following information is clearly indicated:

- Budget Category for the expense (e.g. Personnel, Travel, and Equipment etc.)

- If the documentation (e.g. receipt, invoice) reflects expenses for more than one Budget Category, indicate which budget items are posted to which budget category.
- If the documentation has non-program expenses on it, be sure to line-through the nonrelated expenses.
- All employees working on the grant should track the number of hours. Timesheet elements include the period worked, (date range of work performed), name of the employee, rate of pay, hours worked, and benefit rate.
 - The original time records must be available for review if requested. All vacation (paid time off), sick, and holiday benefits are eligible for reimbursement on a proportional level. Please contact the MDVA Grants Specialist or State's Authorized Representative for more information.

Please send one copy of the reimbursement request to the MDVA Grants Specialist or the State's Authorized Representative by mail, e-mail or as specified in the Grant Agreement).

V. Documents to Be Kept on File

The grantee must maintain all records related to the Grant Agreement including all Grant Agreements, Amendments and correspondence in a separate program file. Program records are required for monitoring/audit purposes and must be readily available for review.

1. Proof of Payment Documentation

It is the grantee's responsibility to maintain Proof of Payment documentation on file throughout the grant period and to make it available whenever requested by the State or as specified in the Grant Agreement.

Proof of payment documentation may include: 1) a copy of a bank statement with small photocopies of cleared checks, 2) an electronic bank statement, 3) a copy of cancelled check(s), or other certified financial records, 4) employee original time records and payroll documentation.

Note: All records related to the program must be retained for a minimum of six (6) years following the end of the grant agreement.

VI. Grantee Errors and/or Missing Supporting Documentation

In the event that the State Authorized Representative has questions concerning whether grant funds have been expended according to the Grant Agreement and/or the required grant supporting documentation is not available upon request, the State may place a "payment hold" on the grantee. No grant payments (Reimbursement Requests or Advanced Payment Request installments) shall be processed until the issue has been resolved to the satisfaction of the State's Authorized Representative.

- A. In the event that the State determines that an expense submitted by the grantee for reimbursement is not "allowed", the State reserves the right to disallow payment for that budget item.

B. Grantee Payment Decision Appeal

In the event a Grantee disputes a payment decision by the State, the Grantee may appeal the decision in writing within 30 days of the State's payment decision. All payment disputes shall be addressed to the MDVA Commissioner or designee.

VII. MDVA Grant Payment Schedule

Grantees may expect to be reimbursed within 30 days of MDVA receiving the complete reimbursement request. The 30-day timeframe begins when a complete and accurate reimbursement request is received by MDVA. If there are errors or if documentation is missing, the 30-day clock does not start until the missing documentation is submitted and/or the errors have been corrected. The 30-day timeframe does not apply when grantees are late, and/or submit multiple Reimbursement Payment Requests at the same time.

VIII. Commissioner's Plan (Travel and Meal Allowances)

In order for travel and meal expenses to be eligible for reimbursement, grantees must submit their mileage and meal activity using the Travel Expense Worksheet (Attachment D) according to the guidelines as stated in the Commissioner's Plan.

Website link for information on meal and mileage rates:

Commissioner's Plan Website (Select Chapter 15 – Expense Reimbursement)

Out of state travel is an ineligible expense unless prior approval is granted by the State's Authorized Representative.

IX. Contact Information

Minnesota Department of Veterans Affairs
Liz Kelly, Grants Specialist
20 West 12th Street, 2nd Floor
St. Paul, MN 55155-4010
Tel: 651-201-8225
Main: 651-296-2562
liz.kelly@state.mn.us

APPENDIX A

Reimbursement Payment Request Grant Expenditure Supporting Documentation Checklist

The checklist contains the items that must be included with the reimbursement request. Please use the checklist to ensure that the payment request is complete.

For all programs, the Grantee must submit the following:

_____ **Reimbursement Payment Request Form, Appendix C**

This document must be dated and signed by an appropriate representative for the grantee. Please complete the form and include the name of the program, the SWIFT purchase order number (300000XXXX), the sequence of the request (for example, the first request would be #1), and the period of time the request covers.

This document must be dated and signed by an appropriate grantee representative.

_____ **Budget Expenditure Spreadsheet, Attachment B and Attachment C**

The Budget Expenditure Spreadsheet is customized to reflect the grantee's individual budget items, allowable expenses and is part of the grantee's Grant Agreement. This will help track budget line items to ensure funding is being expended by budget categories.

The Budget Expenditure Spreadsheet is in Excel format and will be provided to the grantee by the State at the beginning of the grant period.

_____ **Supporting Documentation**

Submit copies of receipts, invoices, mileage logs and signed payroll records. This information is required to determine what part of the program the expenses are being directed to.

_____ **Reimbursement Supporting Documentation**

Grantees shall submit copies of receipts, invoices, mileage logs and signed payroll records when specified in the Grant Agreement. This information is required to determine what part of the program the expenses are being directed to.

_____ **Travel and Meal Logs**

Grantees shall submit a Travel Expense Worksheet, Attachment D, when specified in the Grant Agreement.

The Travel Expense Worksheet, Attachment D, is in Excel format and will be provided to the grantee by the State at the beginning of the grant period.

_____ **Final Report (submitted with the final Reimbursement Payment Request)**

The Final Report format is as specified in the grantee's Grant Agreement.

APPENDIX B

Advanced Payment Grant Expenditure Supporting Documentation Checklist

The checklist contains the items that must be submitted at the end of the grant period or after the grant fund installment has been expended. Please use the checklist to ensure that the payment request is complete.

For all programs, the Grantee must submit the following:

_____ **Advanced Payment Grant Expenditure Report Form, Appendix D**

Please complete the form and include the name of the program, the SWIFT purchase order number (300000XXXX), the sequence of the advanced payment (for example, the first payment would be #1), and the period of time the request covers.

This document must be dated and signed by an appropriate grantee representative.

_____ **Budget Expenditure Spreadsheet, Attachment B and Attachment C**

The Budget Expenditure Spreadsheet is customized to reflect the grantee's individual budget categories, allowable expenses and is part of the grantee's Grant Agreement. This will help track budget line items to ensure funding is being expended by budget categories.

The spreadsheet is an Excel format and will be provided to the grantee by the State at the beginning of the grant period.

_____ **Supporting Documentation**

Submit copies of receipts, invoices, mileage logs and signed payroll records. This information is required to determine what part of the program the expenses are being directed to.

_____ **Travel and Meal Log(s)**

Grantees shall submit a completed Travel Expense Worksheet, Attachment D, when specified in the Grant Agreement.

The Travel Expense Worksheet, Attachment D, is in Excel format and will be provided to the grantee by the State at the beginning of the grant period.

_____ **Final Report (submitted with the final Advanced Payment Request)**

The Final Report format is as specified in the grantee's Grant Agreement.

**APPENDIX C
Reimbursement Payment Request Form**

SWIFT PO Number:	Grantee:	Program Name:
Request Number _____	I certify that I am authorized to request funds, and that all services rendered, materials purchased, and expenditures reported are as shown in the attached reimbursement forms. <u>I certify that the expenditures reported have been incurred, are not being reimbursed from another source, and were used exclusively for this program.</u> All original documentation is retained by the grantee in the form of receipts, invoices, proof of payment, and signed payroll records. Copies of these supporting documents are attached as required by State grant management policies.	
Period for which funds are being requested: From: _____ / _____ / _____ To: _____ / _____ / _____		
Amount of Request \$ _____		
Final Request: Y / N		
Signature _____ Date _____ Name, Title _____ Daytime Phone Number: _____ e-Mail: _____		
Remarks:		

For MDVA Use Only

I have reviewed the evidence provided by the grantee for the goods, materials and/or services presented and they satisfy State requirements for reimbursement under the pass through agreement.	
Reimbursement approved for: \$ _____ By: _____ Title: _____ Date: _____	Date Received _____ _____ _____
2nd Review By: _____ Title: _____ Date: _____	

Please keep originals of invoices and evidence of payment as documentation for payments, along with a copy of this completed form. Records must be retained for six (6) fiscal years from the end of the agreement.

**APPENDIX D
Advanced Payment Grant Expenditure Report Form**

SWIFT PO Number: _____	Grantee: _____	Program Name: _____		
Payment Number _____ Period for which advanced payment funds were expended: From: _____ / _____ / _____ To: _____ / _____ / _____ Amount of Request \$ _____ Final Request: Y / N	<p>I certify that I am authorized to report these grant expenditures, and that all services rendered, materials purchased, and expenditures reported are as shown within the attached supporting documentation. <u>I certify that the expenditures reported have not been reimbursed from another source, and were used exclusively for this program.</u> All original documentation is retained by the grantee in the form of receipts, invoices, proof of payment, and signed payroll records. Copies of these supporting documents are attached as required by State grant management policies.</p> <hr/> <table style="width:100%;"> <tr> <td style="width:60%;">Signature _____</td> <td style="width:40%;">Date _____</td> </tr> </table> <hr/> Name, Title _____ Daytime Phone Number: _____ e-Mail: _____		Signature _____	Date _____
Signature _____	Date _____			
Remarks: _____				

For MDVA Use Only

I have reviewed the evidence provided by the grantee for the goods, materials and/or services presented and they satisfy State requirements for reimbursement under the pass through agreement.	
Reimbursement approved for: \$ _____	<div style="border: 1px solid black; height: 100px; width: 100%;"></div>
By: _____ Title: _____ Date: _____	
2nd Review By: _____ Title: _____ Date: _____	

Please keep originals of invoices and evidence of payment as documentation for payments, along with a copy of this completed form. Records must be retained for six (6) fiscal years from the end of the agreement.



APPENDIX E

Conflict of Interest Disclosure Form

This form gives grantees an opportunity to disclose any actual, potential or perceived conflicts of interest that may exist during a grant process. It is the grantee's obligation to be familiar with the Office of Grants Management (OGM) Policy 08-01, Conflict of Interest Policy for State Grant-Making and to disclose any conflicts of interest accordingly.

If the grantee believes that any actual, potential, or perceived conflicts of interest exists, the grantee must identify that an actual, potential, or perceived conflict exists, but is not required to explain the reason for the conflict of interest on this disclosure form as this form is considered public data under Minn. Statute 13.599- Grants. It is important, whenever possible, that appropriate steps be taken to avoid any actual, potential, or perceived conflicts of interest. The grantee may be asked to discuss the conflict of interest with appropriate agency or grant program personnel. Please read the definition of conflict of interest below and mark the appropriate boxes that pertain to you and your status.

Description of actual, potential, and perceived conflicts of interest:

Actual conflict of interest: An actual conflict of interest shall be deemed to exist when a review of the situation by the grantee or other agency personnel determines that a decision or action by the grantee would compromise a duty to another party.

Potential Conflict of Interest: A potential conflict of interest may exist if a grantee has a relationship, affiliation, or other interest that could create an inappropriate influence if the person is called on to make a decision or recommendation that would affect one or more of those relationships, affiliations, or interests.

Perceived Conflict of Interest: A perceived conflict of interest is any situation in which a reasonable third party would conclude that conflicting duties or loyalties exist.

As a grantee, I certify that I have read and understand the description of conflict of interests explained above and in OGM Policy 08-01 and (check one of the boxes below):

- I do not have any conflicts of interest.
OR
 I have an ACTUAL, POTENTIAL, or PERCEIVED conflict of interest.

If at any time during the grant I discover a conflict of interest, I will disclose that conflict immediately to appropriate agency or grant program personnel.

Organization Name: _____

Grantee's Signature: _____

Grantee's Printed Name: _____

Date: _____ County (when applicable): _____

This section to be completed by appropriate agency or grant program personnel (grant program manager and/or grant program supervisor):

I certify that the issue of Conflicts of Interest has been discussed with this grantee and the following actions have been taken:

- Grantee has disclosed no conflict(s).
- Grantee has disclosed an actual, potential, or perceived conflict(s) and after additional discussion and investigation by agency or grant program personnel it was determined that a conflict of interest exists.
- Grantee has disclosed a potential or perceived conflict(s) but after additional discussion and investigation by agency or grant program personnel it was determined that no conflict of interest exists.

Additional Details or Comments from agency or grant program personnel:

Grantee's Signature: _____

Grantee's Printed Name: _____

Date: _____

State Authorized Representative Signature: _____

Date: _____



AGENDA REQUEST FORM

Date of Meeting: 8/18/2015

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

Agenda Item: Health Care Procurement Process

Department: HHS

Rebecca Foss
Department Head signature

Background information on Item:

Back in June of this year, the Pine County Board recommended that UCare be chosen as the PMAP (prepaid medical assistance program) for Pine County and that UCare and Health Partners be chosen as the MCOs (managed care organizations) for MN Care for Pine County. This was recommended after a long and thoughtful process conducted by HHS and its scoring team (made up of Barbara Schmidt, Peggy Brackenbury, and Becky Foss). The County Board's recommendations were submitted to DHS. According to the Governor's website, PMAPs chosen for Pine County were Blue Plus and Health Partners and the MCOs chosen for MN Care were Blue Plus and Health Partners. Please see attachment. HHS is not in agreement with the State's decision and is working with the County Administrator and the County Attorney to request a reconsideration of their decision. The request for reconsideration must be submitted by Friday, August 14th.

Action Requested:

HHS is working with the County Administrator and the County Attorney's Office to request a reconsideration. The information being provided is to keep the County Board informed of the State's decision pertaining to the procurement process.

Financial Impact:

If the State does not change its decision, there could potentially be a financial impact for mental health case management revenues for next year. Currently, UCare provides HHS with revenues associated with our mental health targeted case management. UCare has been a great partner and has responded to the county's needs when they arise. UCare has also offered a mobile dental clinic (in partnership with the U of M) in response to the gaps in dental services in rural areas.

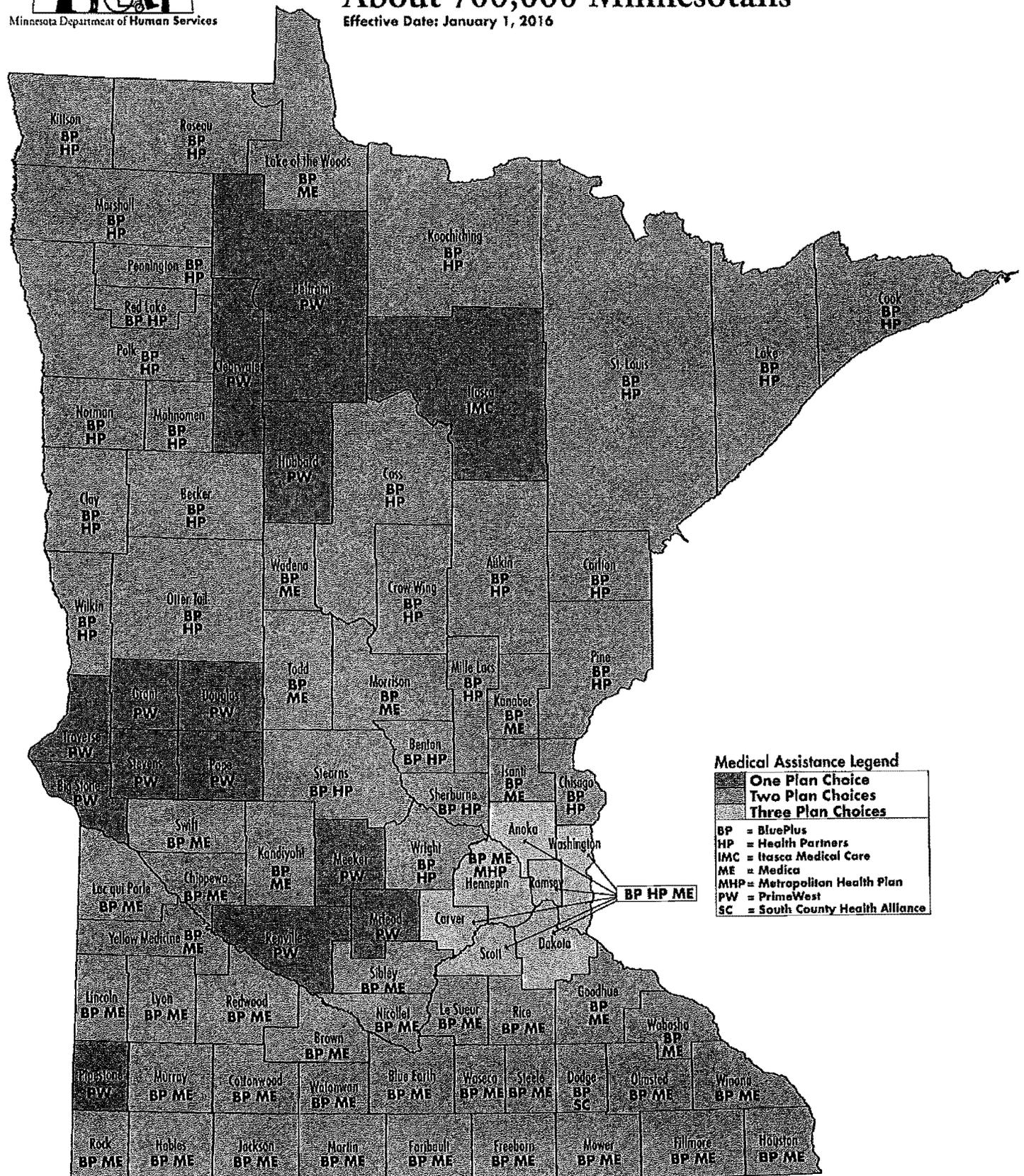


Minnesota Department of Human Services

Medical Assistance

About 700,000 Minnesotans

Effective Date: January 1, 2016



Medical Assistance Legend

	One Plan Choice
	Two Plan Choices
	Three Plan Choices
BP	= BluePlus
HP	= Health Partners
IMC	= Itasca Medical Care
ME	= Medica
MHP	= Metropolitan Health Plan
PW	= PrimeWest
SC	= South County Health Alliance



PINECOUNTY

Administrator's Office

635 Northridge Drive NW
Suite 200
Pine City, MN55063
1-800-450-7463 Ext. 1620
Fax: 320-591-1628

Commissioners

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

County Administrator

David J. Minke

August 13, 2015

DHS Procurement Team

SENT VIA EMAIL ONLY
DHS.PSD.Procurement@state.mn.us

Dear Members of the DHS Procurement Team:

Pine County is in receipt of your letter dated July 28, 2015 regarding the 2016 PMAP health care services. The results of the State's decision will create a substantial hardship to Pine County and our citizens. This letter is a formal request for the State to reconsider its decision in choosing Blue Plus and Health Partners for Pine County public program enrollees.

Recently, at the State's request, Pine County engaged in a lengthy procurement process ranking proposals from responders to provide quality health care to individuals who receive medical coverage through Medical Assistance or MNCare. Pine County also participated in regional meetings where a list of priority questions were established and provided to the State. Pine County further created a provider list and submitted it to the State as requested.

Pine County, at the State's request, developed a scoring team and ranked each of the respondent's proposals. The scoring team met several different times, for hours at a time, in order to fully analyze each respondent's proposal. The scoring team took great care in ensuring that the proposals listed action steps for each question in the regional set of questions. Additionally, the scoring team matched the county's provider list against the respondent's coverage.

UCare was the top choice from this lengthy process and was endorsed by the county board. UCare has provided health care coverage to Pine County's public program enrollees since January 1, 2014. UCare has worked well with Pine County and serves our public program enrollees very well. UCare has found non-traditional ways to serve clients who are typically underserved in rural, impoverished areas. The loss of UCare and all that it has offered to our enrollees will be devastating for our public program enrollees.

The county's lengthy and thoughtful selection process appears to have been disregarded by the State in favor of going with the cheapest, but not the most qualified, alternative. Disregarding all other factors in favor of cost is a shortsighted strategy that will likely create greater long-term expenses. In the case of Pine County, the cheapest option for the State neither meets the needs of our enrollees nor is it the cheapest option for our county. For instance, one of

DHS Procurement Team

August 13, 2015

Page -2-

the providers chosen by the State did not utilize the county's provider list. Further, 100% of Pine County's PMAP clientele will have to change insurance providers. The enrollees who have learned to navigate UCare will now have to learn to navigate a new system. Pine County will spend thousands of dollars for employees to assist clients in switching to a new system.

It is especially concerning that one of the PMAPs chosen for Pine County may not allow Pine County's mental health staff to provide mental health case management to its enrollees. The inability to provide case management to enrollees creates many difficulties. Some of the difficulties are financial in nature--mental health targeted case management is a significant source of revenue for Pine County. Also, according to statute, the county is the mental health authority for Pine County. We are able to provide mental health case management and stay current with the ever changing mental health dynamics for our constituents and coordinate services that will be impactful in their lives. If mental health case management is no longer part of our service delivery, it would be difficult to maintain our statutory duty as the mental health authority.

Thank you for your time and attention in this matter. If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,



David J. Minke
County Administrator

DJM/dg

cc: Becky Foss, HHS Director
Reese Frederickson, County Attorney



AGENDA REQUEST FORM

Date of Meeting: 8/18/2015

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

Agenda Item: Vulnerable Children and Adult Plan Amendment

Department: HHS

Rebecca Foss
Department Head signature

Background information on Item:

The Legislature appropriated extra money to counties for child protection staff and services. In order to receive and maintain the funding, an amendment needs to be made to the Vulnerable Children and Adult Plan. An amendment template was provided by the State. I will be providing the amendment and information regarding the amendment at the Board meeting and request Board signature at that time.

Action Requested:

The purpose of the brief informational presentation on the funding and the amendment is to keep the Board aware of how HHS is spending its newly allocated funding and to obtain the County Board's signature on the amendment.

Financial Impact:

Pine County could receive an additional \$139,000 in 2015 for staff and services. We have already received 80% of the 2015 funding. If the agency meets the performance thresholds as dictated by the State, we will receive the other 20% in February of 2016.

Attachment D: Vulnerable Children and Adult Plan Amendment for Child Protection Funding

County/county consortium submitting amendment: Pine

Contact person: Rebecca Foss Title: Director

Address: 315 Main Street South, Ste 200, Pine City MN 55063

Telephone 320-216-4104 Email address: rebecca.foss@co.pine.mn.us

Assurances

It is understood and agreed by the County Board that any funds granted pursuant to this service agreement amendment will be expended for the purposes outlined in Minnesota Statute 256M.41. It is understood and agreed by the County Board that the commissioner of the Minnesota Department of Human Services has the authority to review and monitor compliance with this amendment and that documentation of compliance will be available to audit.

Budget Plan

Indicate amount and percentage of county's total child protection allocation budget plan for each item listed for calendar year 2015 and 2016. Additional detail may be submitted.

Activity	2015			2016		
	# of New FTE	Budgeted Amount	%	# of New FTE	Budgeted Amount	%
Child protection staff (salaries, overhead, support costs)	2	\$ 139,000	100	2	\$ 139,000	100
Child protection services		\$	%		\$	%
Total		\$139,000	100%		\$139,000	100%

Certification and Signature

I hereby certify that this amendment to our county's Vulnerable Children and Adults Act plan has been prepared as required and approved by the County Board or its designee under provisions of Minnesota Statute 256M.

County Board representative: Stephen Hallan

Title: Chair, Pine County Board of Commissioners

Authorized signature: _____ Date: _____

Submit by August 31, 2015 to ralph.mcquarter@state.mn



AGENDA REQUEST FORM

Date of Meeting: August 18, 2015

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

Agenda Item: Agreement with MN DOT

Department: Pine County Public Works

Maria A. LeB
Department Head signature

Background information on Item:

Revised detour agreement with MN DOT for Bridge Replacment on TH 23

Action Requested:

Authorize agreement and resolution signatures

Financial Impact:



Minnesota Department of Transportation

District 1

1123 Mesaba Avenue
Duluth, MN 55811-2798
Office Tel: 218-725-2700
Fax: 218-725-2800

101 N Hoover Road
Virginia, MN 55792-3412
Office Tel: 218-742-1100
Fax: 218-749-7709

July 24, 2015

Mr. Mark Lebrun
Pine County Engineer
635 Northridge Drive
Pine City, MN 55063

RE: Proposed Agreement No. **1000527**
Pine County
S.P. 5803-35 (T.H. 23=185)
Bridge construction on Trunk Highway No. 23 over the Big Willow River in Duquette

Pine County previously signed the detour agreement for this project. Although the agreement was signed by the county it was never executed due to concerns raised during construction about the planned detour route. Subsequently the route was modified and the length of detour on C.S.A.H. 48 was increased. The attached detour agreement reflects the revised detour length on Pine County Roads.

Transmitted herewith are three copies of the proposed detour agreement with Pine County. This agreement provides for payment by the State to the County for the maintenance and road life consumed on C.S.A.H. 47 and C.S.A.H. 48, which will be used as a temporary trunk highway detour for Trunk Highway No. 23.

A County Resolution is required to authorize representatives to sign and execute the agreement. Please present two copies of this agreement to the Pine County Board of Commissioners. Once the agreements have been approved and executed, please return two original signed copies of the detour agreement along with two original signed copies of the County Resolution to me. A "fully executed" copy will be returned to you once all the remaining signatures from the State have been obtained.

The third copy of the agreement is provided for your use until you receive the "fully executed" copy.

If you have any questions please contact me at (218)725-2789 or email at james.miles@state.mn.us.

Sincerely,

A handwritten signature in black ink that reads 'James A. Miles'.

James A. Miles, P.E.
MnDOT District 1 Traffic Engineer

Enc. Proposed Agreement with example resolution (3)

cc: File

PINE COUNTY

RESOLUTION 2015-31

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

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

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

Stephen M. Hallan
County Board Chairman

David J. Minke
County Administrator

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Board of Commissioners of Pine County at an authorized meeting held on the 18th day of August, 2015, as shown by the minutes of the meeting in my possession.

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

For Trunk Highway No. 23 Detour

State Project Number (S.P.):	<u>5803-35</u>	Original Amount Encumbered
Trunk Highway Number (T.H.):	<u>23=185</u>	<u>\$3,288.10</u>
Federal Project Number:	<u>STPM 5815 (078)</u>	

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

Recitals

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

Agreement

1. Term of Agreement

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

2. Agreement between the Parties

2.1 Detour

- A. **Location.** The State will establish the T.H. 23 detour route on the following County roads as detailed in the project plans or Special Provisions:
C.S.A.H. 47 and C.S.A.H. 48 for a total distance of 5.02 miles.
- B. **Axle Loads and Over-Dimension Loads.** The County will permit 10-ton axle loads on the detour route. Over-dimension loads will not be permitted except in cases of extreme emergency.
- C. **Traffic Control Devices.** The State may install, maintain and remove any traffic control devices it considers necessary to properly control the detoured traffic. The State may paint roadway markings, such as the centerline, edge lines and necessary messages.
- D. **Duration.** The State will provide the County with advance notice identifying the dates the State intends to place and remove the detour signing.

2.2 Maintenance

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

2.3 Basis of State Cost

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

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

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

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

<u>Tax Factor</u>	<u>ADT</u>	<u>Road Length</u>	<u>Duration (Days)</u>	<u>Cost</u>
0.00513	840	5.02	76	\$1,644.05
Road Life Consumed Amount				\$1,644.05

- 3.2 For Maintenance.** \$1,644.05 is the State's estimated cost for detour maintenance based on the "Gas Tax Method" amount.

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

3.3 Total Payment and Maximum Obligation.

- A. \$3,288.10 is the State's estimated payment for road life consumed (\$1,644.05) and maintenance (\$1,644.05).
- B. \$10,000.00 is the maximum obligation of the State under this Agreement and must not be exceeded unless the maximum obligation is increased by execution of an amendment to this Agreement.

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

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

4. Release of Road Restoration Obligations

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

5. Authorized Representatives

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

5.1 The State's Authorized Representative will be:

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

5.2 The County's Authorized Representative will be:

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

6. Assignment; Amendments, Waiver; Contract Complete

- 6.1 Assignment.** Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 6.2 Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.

- 6.3 Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 6.4 Contract Complete.** This Agreement contains all prior negotiations and agreements between the State and the County. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

7. Liability

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

8. State Audits

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

9. Government Data Practices

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

10. Governing Law; Jurisdiction; Venue

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

11. Termination; Suspension

- 11.1 By Mutual Agreement.** This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.
- 11.2 Termination for Insufficient Funding.** The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the County. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the County will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.
- 11.3 Suspension.** In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance and payments authorized through this Agreement. Any work performed during a period of suspension will be considered unauthorized work and will be undertaken at the risk of non-payment.

12. Force Majeure

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

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STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

SWIFT Purchase Order: 3000240828

PINE COUNTY

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Approved:

By: _____
(District Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With delegated authority)

Date: _____

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