



AGENDA
PINE COUNTY BOARD MEETING

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

Tuesday, June 2, 2015, 10:00 a.m.
Public Health Building, Sandstone, Minnesota

- A) Call meeting to order
- B) Pledge of Allegiance
- C) Public Forum. Members of the public are invited to speak on items not on the agenda. Each speaker should state his/her name and limit comments to three (3) minutes.
- D) Adopt Agenda
- E) Approve Minutes of May 19, 2015 County Board Meeting and Summary for publication.
- F) Approve Minutes of May 26, 2015 Special Meeting and Committee of the Whole.
- G) Minutes of Boards, Committees and Correspondence
 - Pine County Land Surveyor Monthly Report – May, 2015
 - Pine County Soil & Water Conservation District Board Meeting Minutes – May 7, 2015
- H) Approve Consent Items

CONSENT AGENDA

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

1. May, 2015 Disbursements

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

2. Premises Permit and Lease for Lawful Gambling

Consider Application for Premises Permit and Lease for Lawful Gambling Activity for the Pokegama Lake Association to conduct Minnesota lawful gambling at Tommy's Lakeside Bar and Grill, 10762 Lakeview Shore Drive, Pine City (Pokegama Township).

3. Temporary Liquor License

Consider approval of a Temporary Liquor License for Ann M. Hawley Marczak for an anniversary party July 25-26, 2015 at the Northwest Company Fur Post, 12251 Voyageur Lane, Pine City. Subject to the Pine County Sheriff and State of Minnesota.

4. Application for Repurchase

- a. Consider approval of Resolution 2015-20 for the Repurchase of Tax Forfeited Land on a 10-year contract (PID 43.0605.000), Layton Gunderson, and authorize Board Chair and County Auditor to sign.
- b. Consider approval of Resolution 2015-21 for the Repurchase of Tax Forfeited Land on a 10-year contract (PID 39.0001.000), Cheetah Properties LLC, and authorize Board Chair and County Auditor to sign.

5. Restorative Justice/Juvenile Diversion Contract

Consider approval of the Restorative Justice/Juvenile Diversion Contract. Budget capped at \$4,083 per year for contracted services.

REGULAR AGENDA

1. Recommendation for UCare as the Managed Care Organization

Consider approval of Resolution 2015-17, Recommendation for UCare as the Managing Care Organization for Pine County and authorize Board Chair and County Administrator to sign.

2. PHASE Contract

Consider approval of PHASE contract for 2015 for actual services rendered. The contract covers those who may not be eligible for/appropriate for waived services. The funds for this service are matched from state allocations.

3. Update on Health & Human Services Staff Locations

Informational purposes only.

4. Lakes & Pines

- a. Consider approval of Resolution 2015-18 Authorizing Administration of Minnesota Housing Finance Agency's Family Homeless Prevention and Assistance Program (July 1, 2015 – June 30, 2017) and authorize Board Chair and County Administrator to sign.
- b. Consider approval of Resolution 2015-19 Authorizing Administration of Minnesota Department of Human Services-Office of Economic Opportunity's Homeless Programs (July 1, 2015 – June 30, 2017) and authorize Board Chair and County Administrator to sign.

5. Award Bid for Contract #1501

Award bid for Contract #1501 to lowest responsible bidder as determined by the County Engineer for the following:

SP58-646-029 Located on CSAH 46, Between CSAH 49 and TH 23, in Kerrick

6. Annual County Audit

Consider approval of Resolution 2015-22, Selection of an Auditor to Complete the Annual County Audit and authorize Board Chair and County Administrator to sign.

7. Commissioner Updates

Kanabec-Pine Community Health Board
Mille Lacs Band Meeting
Northeast Regional Radio Board
Arrowhead Counties Association
Rush Line Corridor Task Force

GPS 45:93
Central Regional EMS Committee
Snake River Watershed
Other

8. **Other**

9. **Upcoming Meetings (Subject to Change)**

- a. **Pine County Board Meeting, Tuesday, June 2, 2015, 10:00 a.m.**, Public Health Building, Sandstone, Minnesota.
- b. **Facilities Committee, Wednesday, June 3, 2015, 9:00 a.m.**, Commissioners' Conference Room, Courthouse, Pine City, Minnesota.
- c. **East Central Regional Juvenile Center Advisory Committee, Thursday, June 4, 2015, 12:00 p.m.**, ECRJC, 7565 Fourth Avenue, Lino Lakes, Minnesota.
- d. **Soil & Water Conservation District, Thursday, June 4, 2015, 3:00 p.m.**, Public Health Building, Sandstone, Minnesota.
- e. **East Central Solid Waste Commission (ECSWC), Monday, June 8, 2015, 9:00 a.m.**, 1756 180th St., Mora, Minnesota.
- f. **East Central Regional Library Board, Monday, June 8, 2015, 9:30 a.m.**, 244 So. Birch Street, Cambridge, Minnesota.
- g. **Personnel Committee, Tuesday, June 9, 2015, 9:00 a.m.**, Commissioners Conference Room, Pine County Courthouse, Pine City, Minnesota.
- h. **AMC District 1 Pre-Event Meeting, Thursday, June 11, 2015, 5:30 p.m.**, Grand Casino–Hinckley, 777 Lady Luck Drive, Hinckley, Minnesota.
- i. **AMC District 1 Meeting, Friday, June 12, 2015, 8:00 a.m.**, Birch & Ash Rooms, Grand Casino–Hinckley, 777 Lady Luck Drive, Hinckley, Minnesota.
- j. **Agricultural Extension Education Planning Meeting, Monday, June 15, 2015, 4:00 p.m.**, Administrator Conference Room, Pine County Courthouse, Pine City, Minnesota.
- k. **Board of Equalization, Monday, June 15, 2015, 6:00 p.m.**, Board Room, Pine County Courthouse, Pine City, Minnesota.
- l. **Technology Committee, Tuesday, June 16, 2015, 8:30 a.m.**, Commissioners Conference Room, Pine County Courthouse, Pine City, Minnesota.
- m. **Pine County Board of Commissioners, Tuesday, June 16, 2015, 10:00 a.m.**, Board Room, Pine County Courthouse, Pine City, Minnesota.
- n. **Pine County Board Special Meeting/Committee of the Whole, Tuesday June 23, 2015 9:00 a.m.** International Union of Operating Engineers (Local 49) 40276 Fishtail Road; Hinckley, Minnesota

10. **Adjourn**

MINUTES OF PINE COUNTY BOARD MEETING

Regular Meeting

Tuesday, May 19, 2015, 10:00 a.m.

Board Room, Pine County Courthouse, Pine City, Minnesota

Chair Steve 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 additions to the Agenda:

Consent Item 6D: Hiring of Case Aide Candace Bartheidel

Regular Item: Other, 11A: Deficient Bridges Resolution 2015-16

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

Commissioner Chaffee moved to approve the Minutes of the May 5, 2015 county board meeting and Summary for publication. Second by Commissioner Rossow. Motion carried 5-0.

Minutes of Boards, Committees and Correspondence

East Central Regional Library Minutes – April 13, 2015

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

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

CONSENT AGENDA

1. April, 2015 Cash Balance

Approve:

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

2. Application for Abatement

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

3. 2015 Timber Sale

County Auditor-Treasurer Cathy Clemmer provided an update from the May 13, 2015 timber sale. Total sale value - \$769,872.55. Clemmer thanked Land Commissioner/Forester Greg Beck for his hard work.

4. Federal Supplemental Boating Safety Patrol Grant

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

5. Fraud Prevention Investigation (FPI) Grant Contract

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

6. Hiring

- A. Approve the hiring of Environmental/GIS Technician Joe Sanders, effective May 20, 2015, \$16.60 per hour, B24, step 1.
- B. Approve the hiring of Planning and Zoning Records Temp Andrea Ollig, effective June 4, 2015, \$10.00 per hour.
- C. Approve the hiring of 4-H Summer Assistant Dorothy Scharf, effective June 1, 2015, \$10.00 per hour.
- D. Approve the hiring of Case Aide Candace Bartheidel, effective June 1, 2015, \$13.91 per hour, B22.

7. Resignation and Backfill

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

8. Training

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

REGULAR AGENDA

1. Public Hearing – Sandstone Township Septic Ordinance Public Hearing

Land and Resources Manager Caleb Anderson stated Sandstone Township has requested to have their sewage and wastewater ordinance repealed and have the county regulate the sewage treatment systems within Sandstone Township in accordance with the current Pine County Subsurface Sewage Treatment Systems Ordinance.

Chair Hallan opened the public hearing at 10:06 a.m. to consider adoption of an ordinance repealing the Sandstone Township Sewage and Wastewater Ordinance on behalf of Sandstone Township. There being no comment, Chair Hallan closed the meeting at 10:07 a.m.

Motion by Commissioner Chaffee to adopt the Pine County Ordinance 2015-01 on Behalf of Sandstone Township to repeal the Sandstone Township Sewage and Wastewater Ordinance. Second by Commissioner Ludwig. Motion carried 5-0.

2. Facilities Committee

The Facilities Committee met May 11, 2015 and made the following recommendation:

Approve server room chiller installation by Daikin Applied, in the amount of \$47,332.00.

Commissioner Ludwig stated currently the server room at the courthouse is cooled by the building cooling system. To keep the server room cool, the coolant for the remainder of the building is colder than necessary. By installation of an additional server room cooler, the system would pay for itself in two years due to savings in energy reduction.

Other items for information only.

Motion by Commissioner Ludwig to approve the purchase and installation of a server room cooler from Daikin Applied in the amount of \$47,332.00. Second by Commissioner Mohr. Motion carried 5-0.

3. Personnel Committee

The Personnel Committee met May 12, 2015 and made the following recommendations:

Jail

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

Health & Human Services

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

Highway

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

Other items are for informational purposes only.

Commissioner Chaffee provided an overview of the May 12, 2015 Personnel Committee meeting.

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

4. Request for Public Hearing – Liquor Ordinance Amendment

Discussion was held regarding the necessity of a public hearing to amend Pine County's Liquor Ordinance for inclusion of issuance of seasonal on-sale liquor licenses.

Motion by Commissioner Rossow to schedule a Public Hearing for June 16, 2015, at 10:15 a.m., to consider amendment of the Pine County Liquor Ordinance relating to seasonal liquor licensing.

5. MPCA Grant – Electric Car

County Engineer Mark LeBrun provided information regarding the county applying for a MPCA grant for a two-year electric car lease. LeBrun stated the county costs would be for insurance and electricity. The vehicle should be available by October 15, 2015.

Motion by Commissioner Rossow to approve the application for a \$12,000 MPCA Grant for a two-year electric car lease and authorize appropriate signatures. Second by Commissioner Mohr. Motion carried 5-0.

6. Final Payment – Contract #1401

County Engineer Mark LeBrun reported to the board, and discussion was held, regarding the completion of Contract #1401: related to SP 058-621-017; located on CSAH 21, from TH 48 to CSAH 30.

Motion by Commissioner Chaffee for final payment to Hardrives, Inc. in the amount of \$86,655.46 and authorize County Administrator to sign the Certificate of Final Contract Acceptance. Second by Commissioner Mohr. Motion carried 5-0.

7. State of Minnesota Payment – Highway 70 Detour

County Engineer Mark LeBrun provided information relating to the payment by the Department of Transportation for use of county roads during the Highway 70 detour.

Motion by Commissioner Ludwig to approve Resolution 2015-14 State of Minnesota Department of Transportation and Pine County Detour Agreement for Trunk Highway No. 70 Detour in the amount of \$17,220.15 and authorize Board Chair and County Administrator to sign Resolution and Agreement. Second by Commissioner Chaffee. Motion carried 5-0.

8. State of Minnesota Payment – Highway 23 Detour

County Engineer provided information relating to the payment by the Department of Transportation for use of county roads during the Highway 23 detour.

Motion by Commissioner Rossow to approve Resolution 2015-15 State of Minnesota Department of Transportation and Pine County Detour Agreement for Trunk Highway No. 23 Detour in the amount of \$1,028.34 and authorize Board Chair and County Administrator to sign Resolution and Agreement. Second by Commissioner Mohr. Motion carried 5-0.

9. April Financial Update

County Administrator David Minke provided an update of the budget through April, 2015 reviewing the expenditure and revenue of the major funds through October. The budget is on track.

10. Commissioner Updates

Soil & Water Conservation District: Commissioner Ludwig stated:

- a) bids have come in for the sealing of the two Sandstone wells;
- b) discussed a recent meeting SWCD meeting relating to an erosion/ drainage/terrain problem on the north end of Cross Lake
- c) the no till drill has already been rented out several times since its arrival.

East Central Solid Waste Commission: Chair Hallan stated work progressing on new cell, but still a hold up on the permit process; warranty issues with recently purchased equipment.

East Central Regional Library Board: Commissioner Chaffee stated the meeting was business as usual; the Library's auditor was present and stated the Library Board has a healthy fund balance.

Law Library: Commissioner Mohr stated the Law Library Board will be putting together material for the Sheriff's Office to hand out to the public stating what legal services are available to the public.

Lakes & Pines: Commissioner Rossow stated several grants were approved (one being for helping low income individuals file their income taxes; Lakes & Pines to open a satellite office in Moose Lake.

Other:

Snake River Watershed Board: Commissioner Mohr provided an overview of the outreach and education grants available for the watershed.

RushLine: Commissioner Mohr stated RushLine is working on strategic studies and they approved insurance.

Extension Committee Meeting: Commissioner Mohr provided an overview of a discussion with Nathan Johnson, Kittson County Ag Educator regarding interest in an agriculture educator in Pine County.

John Wright Building: Meeting with the school district at 2:00 p.m. on May 19, 2015 regarding mold.

11. Other

County Engineer Mark LeBrun provided an overview of the deficient bridges in Pine County which require replacement or rehabilitation within the next five years. The county intends to proceed with the design and contract documents for the bridges immediately after being notified that the state transportation bond funds are available.

Motion by Commissioner Ludwig to approve the Deficient Bridges Resolution 2015-16 and authorize Board Chair and County Administrator to sign. Second by Commissioner Chaffee. Motion carried 5-0.

12. Upcoming Meetings were reviewed.

13. Adjourn

With no further business, Chair Hallan adjourned the county board meeting at 11:04 a.m. The next regular meeting of the county board is scheduled for June 2, 2015 at 10:00 a.m. at the Public Health Building, Sandstone, Minnesota.

Stephen M. Hallan, Chair
Board of Commissioners

David J. Minke, Administrator
Clerk to County Board

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

**Tuesday, May 19, 2015, 10:00 a.m.
Board Room, Pine County Courthouse, Pine City, Minnesota**

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

Commissioner Chaffee moved to approve the Minutes of the May 5, 2015 county board meeting and Summary for publication. Second by Commissioner Rossow. Motion carried 5-0.

Minutes of Boards, Committees and Correspondence

East Central Regional Library Minutes – April 13, 2015

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

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

Approve:

Fund	April 30, 2014	April 30, 2015	Increase(Decrease)
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TOTAL (inc non-major funds)	\$5,886,555.91	\$9,900,010.23	\$4,013,454.32

Approve Application for Abatement for MN Energy Resources Corp., Sturgeon Lake Township.

County Auditor-Treasurer Cathy Clemmer provided an update from the May 13, 2015 timber sale. Total sale value - \$769,872.55.

Approve a \$4,500 Federal Supplemental Boating Safety Patrol grant to help enforcement of laws on area lakes and rivers. The grant covers patrol hours only.

Approve the State of Minnesota Department of Human Services Multi-County Grant contract. Contract date is July 1, 2015 through June 30, 2017. No county tax levy dollars pay for this service.

Approve the hiring of Environmental/GIS Technician Joe Sanders, effective May 20, 2015, \$16.60 per hour, B24, step 1.

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

Approve the hiring of 4-H Summer Assistant Dorothy Scharf, effective June 1, 2015, \$10.00 per hour.

Approve the hiring of Case Aide Candace Barthedel, effective June 1, 2015, \$13.91 per hour, B22.

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

Approve IT Supervisor Ryan Findell to attend the 2015 MCCC Annual Conference. Total cost: approx. \$696.84.

Approve Auditor-Treasurer Cathy Clemmer to attend the MACATFO Summer Conference. Total Cost: \$573.59.

Public Hearing – Sandstone Township Septic Ordinance Public Hearing

Chair Hallan opened the public hearing at 10:06 a.m. to consider adoption of an ordinance repealing the Sandstone Township Sewage and Wastewater Ordinance on behalf of Sandstone Township. There being no comment, Chair Hallan closed the meeting at 10:07 a.m.

Motion by Commissioner Chaffee to adopt the Pine County Ordinance 2015-01 on Behalf of Sandstone Township to repeal the Sandstone Township Sewage and Wastewater Ordinance. Second by Commissioner Ludwig. Motion carried 5-0.

Motion by Commissioner Ludwig to approve the purchase and installation of a server room cooler from Daikin Applied in the amount of \$47,332.00. Second by Commissioner Mohr. Motion carried 5-0.

The Personnel Committee met May 12, 2015 and made the following recommendations:

Jail

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

Health & Human Services

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

Highway

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

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

Motion by Commissioner Rossow to schedule a Public Hearing for June 16, 2015, at 10:15 a.m., to consider amendment of the Pine County Liquor Ordinance relating to seasonal liquor licensing.

Motion by Commissioner Rossow to approve the application for a \$12,000 MPCA Grant for a two-year electric car lease. Second by Commissioner Mohr. Motion carried 5-0.

Motion by Commissioner Chaffee for final payment to Hardrives, Inc. in the amount of \$86,655.46. Second by Commissioner Mohr. Motion carried 5-0.

Motion by Commissioner Ludwig to approve Resolution 2015-14 State of Minnesota Department of Transportation and Pine County Detour Agreement for Trunk Highway No. 70 Detour in the amount of \$17,220.15. Second by Commissioner Chaffee. Motion carried 5-0.

Motion by Commissioner Rossow to approve Resolution 2015-15 State of Minnesota Department of Transportation and Pine County Detour Agreement for Trunk Highway No. 23 Detour in the amount of \$1,028.34. Second by Commissioner Mohr. Motion carried 5-0.

County Administrator David Minke provided an update of the budget through April, 2015 reviewing the expenditure and revenue of the major funds through October. The budget is on track.

Motion by Commissioner Ludwig to approve the Deficient Bridges Resolution 2015-16. Second by Commissioner Chaffee. Motion carried 5-0.

With no further business, Chair Hallan adjourned the county board meeting at 11:04 a.m. The next regular meeting of the county board is scheduled for June 2, 2015 at 10:00 a.m. at the Public Health Building, Sandstone, Minnesota.

Stephen M. Hallan, Chair
Board of Commissioners

David J. Minke, Administrator
Clerk to County Board

**MINUTES OF PINE COUNTY BOARD MEETING
Special Meeting and Committee of the Whole**

**Tuesday, May 26, 2015, 9:00 a.m.
Royalton Township Town Hall
6052 Royalton Road, Braham, Minnesota**

Chair Hallan called the meeting to order at 9:00 a.m. Present were Commissioners Josh Mohr, Curt Rossow and Matt Ludwig. Also present were County Attorney Reese Frederickson, County Sheriff Jeff Nelson, Health and Human Services Director Becky Foss, Child Protection Supervisor Beth Jarvis, Land Services Director Kelly Schroeder, and County Administrator David Minke. Commissioner Steve Chaffee was absent (excused).

Also present were representatives from Royalton and Pokegama townships.

The Pledge of Allegiance was said.

Township officials discussed blighted properties, the impact the properties had on neighboring properties, and the length of time to compel action by the owner.

Becky Foss and Beth Jarvis provided an update on child protection including:

- the recommendations from the recent Governor's Task Force
- the \$52,000,000 state-wide increase in funding for child protection
- the need for additional staff

With no further business, the meeting adjourned at 10:35 a.m.

Stephen M. Hallan, Chair
Board of Commissioners

David J. Minke, Administrator
Clerk to County Board



PINE COUNTY PUBLIC WORKS

HIGHWAY DEPARTMENT

405 Airport Road NE
Pine City, MN 55063

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

Mark A. LeBrun, P.E.
County Engineer

Pine County Land Surveyor Monthly Report

May 2015

CSAH 12, T39N R22W Section 17 Henriette, compute corner search areas, search for, locate, set and GPS PLSS corners, private corners and ROW corners, update files.

CSAH 46, T45N R18W Section 35 Kerrick, research records, set GPS control, compute corner search areas, search for, locate, set and GPS PLSS corners, private corners and ROW corners, update files.

CSAH 46, T45N R18W, research records, set GPS control, compute corner search areas, search for, locate, set and GPS PLSS corners and private corners, update files.

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

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

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

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

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

Robin T. Mathews, Pine County Surveyor

Monthly Report May 2015.doc



BOARD MEETING MINUTES
May 7, 2015

The Pine County Soil and Water Conservation District Board of Supervisors held their monthly meeting on Thursday, May 2, 2015.

Members Present:

Doug Odegard
Jerry Telker
Tom Swaim
Skip Thomson

Others Present:

Jill Carlier, District Manager
Robin Poppe, Wetland Specialist
Jacquelynn Olson
Julie Salmon, NRCS DC

Members Absent: Joe Luedtke

CALL TO ORDER: Thomson called the meeting to order at 3:00 p.m.

PUBLIC COMMENT: Commissioner Ludwig introduced County Administer David Minke. He also stated he has heard a lot of positive comment on the tree program.

APPROVAL OF AGENDA:

Motion by Odegard, seconded by Swaim to approve the agenda with additions.

Motion carried

APRIL MINUTES:

Motion by Swaim, seconded by Odegard to approve the April minutes.

Motion carried

APRIL FINANCIAL STATEMENTS AND PAYMENTS OF BILLS:

Motion by Odegard, seconded by Swaim to approve the April financials and payment of bills.

Motion carried

STAFF/SUPERVISOR REPORTS:

Wetlands & Grants:

Wetlands:

William Erhart: Applicant proposing to do wetland restoration with US Fish & Wildlife. Erhart is eligible for a No-Loss Exemption. TEP recommends exemption be issued contingent upon receiving payment. Motion by Swaim, seconded by Odegard to approve William Erhart's no-loss exemption be issued contingent upon receiving payment.

Motion carried.

Kenneth Reed: Applicant proposing to do wetland restoration with US Fish & Wildlife. Reed is eligible for a No-Loss Exemption. TEP recommends exemption be issued contingent upon receiving payment. Motion by Odegard, seconded by Swaim to approve Ken Reed's no-loss exemption be issued contingent upon receiving payment.

Motion carried

Grants:

- o There will probably be several project grant applications put together.
- o Skip mentioned doing a grant application for well sealings in the whole county, to avoid using cost share money for those projects.

Telker entered the meeting

Water Management:

- Olson attended a DNR plant training
 - Olson is looking at focusing projects in a specific area rather than all over the county.
 - Olson discussed the Adopt-a-Highway program and asked about the district participating.
- Motion by Swaim, seconded by Odegard to approve the Adopt-a-Highway program.

Motion carried.

Forestry:

- No meeting last month.

East Central Forest Landscape:

- No meeting last month.

TSA III

- No meeting last month.

Snake River Citizen Advisory Committee:

- Meeting held on 4/27. Discussion was held on the coordinator, this persons' duties and responsibilities, and Kelly's retirement.

Exploratory/Personnel/Policy/Budget

- No meeting last month.

Trees:

- Tree distribution was last week, April 30, May 1 & May 2nd. Master Gardeners did help again this year. Things went well, but we still have leftover trees for sale.

Envirothon

- Was held on Monday May 4th. Moose Lake got 4 & 5th place. NE Range and Cook County tied for 3rd place, 1 & 2nd went to Two Harbors. There was a scoring glitch (tie for 3rd place). State Envirothon will be Monday May 18. Lake SWCD volunteered to take the program over. Carlier will work with them through the summer and fall to give them everything they need.

Newsletter

- Nothing last month.

DISTRICT CONSERVATIONIST REPORT:

Salmon stated they are working on a couple of EQIP projects from last fall finishing them up. They have been out on many field visits. Bartsch is working on a nutrient management plan. Salmon has been working on CRP lately. They have been doing a lot of forestry related projects. Salmon helped at the Area Envirothon, and will be working at the PLA Waters Festival on May 21 with Carlier.

Poppe left the meeting.

FLOOD RELIEF GRANT:

Carlier officially requested an extension for the flood grant from BWSR. We applied for a DNR Assistance for Stream Restoration Federal Disaster Grant. The flood grant will cover a portion of the costs, but not all of them. This grant will supplement the flood grant to help cover all of the costs of the project.

CROSS LAKE SITUATION:

The Cross Lake Meeting will be held on May 14th in the board room at the Courthouse. Carlier is putting together a presentation for the meeting.

VEHICLE UPDATE:

Carlier stated the new vehicle should be here in early June.

NO TILL DRILL UPDATE:

The drill was delivered on Friday, May 1st. It was rented out for the first time on Tuesday May 5th. There was discussion about the meter counter. Also, it was discussed that in-county rentals will take priority over out-of-county rentals.

STATE COST SHARE:

Jeannie Virden: well sealing Project

3' hand-dug, 23' deep well.

2 bids came in: Randy Klavu \$1265.00

Bob Kent \$1400.00

50% of \$1265.00 = \$632.50.

Motion by Telker, seconded by Odegard to approve Jeannie Virden's well sealing project in the amount of \$632.50

Motion carried

Arvid Swanson: Shoreline stabilization project on Island Lake.

75' and a 35' project areas on a peninsula. Engineer's cost estimate is \$4,000. 75% x \$4,000 = \$3,000.00

We will use funds from FY14 \$346.98, and FY15 \$2653.02 for a total of \$3,000.00.

Motion by Odegard, seconded by Swain to approve Arvid Swanson's cost share project in the amount of \$3,000.00

Motion carried

CLEAN WATER GRANT:

Pine County - Sandstone Creamery Wells

CWSL12: (North Well) Total Project Cost Estimate is \$21,100.00. 75% x 21,100 = \$15,825.00.

Motion by Swain, seconded by Telker to approve CWSL12 Pine County Sandstone Creamery Wells (North Well) project at a cost of \$15,825.00.

Motion carried

Pine County - Sandstone Creamery Wells

CWSL13: (South Well) Total Project Cost Estimate is \$34,020.00. 75% x 34,020 = \$25,515.00.

Motion by Telker, seconded by Odegard to approve CWSL13 Pine County Sandstone Creamery Wells (South Well) project at a cost of \$25,515.00.

Motion carried

Salmon left the meeting.

MASWCD RESOLUTIONS:

Carlier stated information on the resolution process was sent out in the board packets. For information only. Thomson stated he would like to do a resolution stating that BWSR 'prefers' to work with the SWCD's over counties to administer programs.

AREA III RESOLUTION MEETING:

Carlier stated the Areas III Resolution meeting is June 5th in McGregor. Registration is \$15/person. Deadline is May 21st at the McGregor Community Center on Hwy 65. Carlier will be attending. Odegard, Swain and Thomson will also be attending.

Motion by Telker, seconded by Odegard to approve 1 staff and 3 supervisors to attend the Area III Resolution meeting at a cost of \$15/person.

Motion Carried

BWSR COST SHARE FOLLOW-UP:

In response to the Grant Verification Audit; Ryan Hughes, BWSR Board Conservationist discussed the State Cost Share program with the board. Handouts were distributed and discussed including contracts, payment vouchers, and amendments, as well as the order signatures will be obtained and signature dates.

MISC ITEMS:

Carlier has a Quickbooks training request. It's a full 2-day training in St. Paul, at a cost of \$499, plus hotel. The training will be June 17-18.

Motion by Telker, seconded by Swain to approve Carlier's Quickbooks training request.

Motin carried.

The water plan will be presented before the BWSR Board for final approval on May 27th.

NEXT MEETING DATE & TIME:

The next district board meeting will be held on Thursday, June 4, 2015 at **3:00 p.m.**

ADJOURNMENT:

The meeting adjourned at 4:42 p.m.

Respectfully submitted,

Doug Odegard, Secretary



AGENDA REQUEST FORM

Date of Meeting: June 2, 2015

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

Agenda Item: May, 2015 Disbursements

Department: Auditor-Treasurer

Cathy Clonard
Department Head signature

Background information on Item:

May, 2015 Disbursements

Action Requested:

Financial Impact:

CATHYJ
5/28/15 8:35AM

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



DISBURSEMENTS JOURNAL REPORT G/L Months: 05/2015 - 05/2015

RECAP BY FUND

FUND	AMOUNT	NAME
1	428,948.74	GENERAL REVENUE FUND
12	443,694.15	HEALTH & HUMAN SERVICES
13	448,597.32	ROAD & BRIDGE FUND
22	616.06	LAND MANAGEMENT FUND
76	261,360.19	GROUP HEALTH INS FUND 5/1/95 (GEN)
80	7,938.00	COUNTY COLLECTIONS AGENCY FUND
82	5,927,610.35	TAXES AND PENALTIES AGENCY FUND
84	53,679.37	EAST CENTRAL DRUG TASK FORCE AGENCY F
89	12,767.54	H & HS COLLECTIONS AGENCY FUND
	7,585,211.72	Total Disbursements

HHS
* 456,461.69

RECAP BY TYPE

TYPE	AMOUNT	NAME
1	7,156,256.65	AUD
2	429,314.02	COM
3	358.95-	MVC
	7,585,211.72	Total Disbursements



AGENDA REQUEST FORM

Date of Meeting: June 2, 2015

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

Agenda Item: Application for Premises Permit Application and 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 for the Pokegama Lake Association to conduct MN lawful gambling at Tommy's Lakeside Bar & Grill, 10762 Lakeview Shore Dr, Pine City (Pokegama Twp).

Action Requested:

Financial Impact:

MINNESOTA LAWFUL GAMBLING
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:
 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

1. Organization name POKEGAMA LAKE ASSOC. License number 02992
2. Chief executive officer (CEO) CHARLES ROYCE Daytime phone (330) 699-2805
3. Gambling manager DOREEN GRAVE Daytime phone (330) 937-6441

Gambling Premises Information

4. Current name of site where gambling will be conducted TOMMY'S LAKESIDE BARD GRILL LLC
5. List any previous names for this location BEACH ROCKS TOMMY'S
6. Street address where premises is located 10769 LAKEVIEW SHORE DR NE
Do not use a P.O. box number or mailing address.

City PINE CITY OR Township POKEGAMA County PINE Zip code 55063

8. 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.

9. Is any other organization conducting gambling at this site? Yes No Don't know

10. Has your organization previously conducted gambling at this site? Yes No Don't know

Gambling Bank Account Information. Must be in Minnesota.

11. Bank name STEARNS BANK PINE MN Bank account number 55063
12. Bank street address 600 HILLSIDE AVE SW PINE MN Zip code 55063

All Temporary and Permanent Off-site Storage Spaces

13. Address (Do not use a P.O. box number) 19965 LAKE LINE RD PINE MN Zip code 55063
14. Address (Do not use a P.O. box number) MN Zip code

LG214 Premises Permit Application

Acknowledgment by Local Unit of Government: Approval by Resolution

CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township
<div style="border: 1px solid black; padding: 2px; display: inline-block;">Local unit of government must sign</div>	
City name _____	County name _____
Date approved by city council _____	Date approved by county board _____
Resolution number _____	Resolution number _____
Signature of city personnel _____	Signature of county personnel _____
Title _____ Date signed _____	Title _____ Date signed _____
	TOWNSHIP NAME _____
	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.] Print township name _____ Signature of township officer _____ Title _____ Date _____

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 10 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 nonrefundable regardless of license approval/denial. |
|---|---|

Signature of Chief Executive Officer (designee may not sign) Charles Royce Date 5-19-15
 Print name CHARLES ROYCE

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 information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to: Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

LG215 Lease for Lawful Gambling Activity

Organization <u>PEKEGAMA LAKE ASSOC</u>	Address <u>12965 LAKE LINE RD</u>	License/site number <u>02992</u>	Daytime phone <u>(320) 629-7293</u>
Name of leased premises <u>TO MYS LAKESIDE</u>	Street address <u>10769 LAKEVIEW SHORE DR</u>	City <u>PINE</u>	State <u>MN</u>
Name of legal owner <u>John Wierucha</u>	Business/street address <u>SAME</u>	City	State <u>MN</u>
Name of lessor [if same as legal owner, write in "SAME"] <u>SAME</u>			

Check applicable item:

- 1. **New lease. Do not submit existing lease with amended changes.**
_____ Date that the changes will be effective. Submit changes at least 10 days before the effective date of the change.
- 2. **New owner. Effective date** _____ Submit new lease within 10 days after new lessor assumes ownership.

Check all activity that will be conducted (No lease required for raffles)

- Pull-tabs [paper]
 - Pull-tabs [paper] with dispensing device
 - Bar bingo
 - Tipboards
 - Paddiewheel
 - Electronic pull-tabs [must also sell paper pull-tabs]
 - Linked electronic bingo
- Electronic games may only be conducted at:
 (1) a premises licensed for the on-sale or off-sale of intoxicating liquor or 3.2 percent malt beverages [but does not include a general food store or drug store permitted to sell alcoholic beverages under Minn. Stat. 340A.405, subdivision 1]; or
 (2) 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 **\$1750** 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.
 - o Rent may not be paid for bar bingo.
 - o 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 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 349.18, Subdivision 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 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 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 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 Gambling Control 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 Gambling Control 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

Signature of lessor <i>Tom Uterwehl</i>	Date 5/19/15	Signature of organization official (lessee) <i>Doreen Grane</i>	Date 5-19-15
Print name and title of lessor Tom Uterwehl MANAGER		Print name and title of lessee DOREEN GRANE (Gambling Manager)	

Questions? Contact the Licensing Section, Gambling Control Board, at 651-639-4000. 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: June 2, 2015

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

Agenda Item: Approval of a Temp Liquor License

Department: Auditor

Cathy Chamber
Department Head signature

Background information on Item:

Approval of a Temporary Liquor License for Ann M Hawley Marczak for an anniversary party July 25-26, 2015 at the Northwest Company Fur Post.

Subject to the Pine County Sheriff and the State of MN

Action Requested:

Financial Impact:



Minnesota Department of Public Safety
ALCOHOL AND GAMBLING ENFORCEMENT DIVISION
 444 Cedar Street Suite 133, St. Paul MN 55101-5133
 (651) 201-7507 Fax (651) 297-3259 TTY (651) 282-6555
 WWW.DPS.STATE.MN.US



**APPLICATION AND PERMIT
 FOR A 1 TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

TYPE OR PRINT INFORMATION

NAME OF ORGANIZATION N/A		DATE ORGANIZED 2-14-1881		TAX-EXEMPT NUMBER	
STREET ADDRESS 3345 Olive lane N		CITY Plymouth		STATE MN	
				ZIP CODE 55447	
NAME OF PERSON MAKING APPLICATION ANN M. Hawley MARCZAK		BUSINESS PHONE Cell 612-554-0776		HOME PHONE 763 476-6216	
DATES LIQUOR WILL BE SOLD July 25 + July 26, 2015		TYPE OF ORGANIZATION N/A		CLUB CHARITABLE RELIGIOUS OTHER NONPROFIT	
ORGANIZATION OFFICER'S NAME N/A		ADDRESS		—	
ORGANIZATION OFFICER'S NAME N/A		ADDRESS		—	
ORGANIZATION OFFICER'S NAME N/A		ADDRESS		—	

Location license will be used. If an outdoor area, describe

Northwest Company Fur Post
 12251 Voyageur Ln, Pine City, MN
 55063

Will the applicant contract for intoxicating liquor service? If so, give the name and address of the liquor licensee providing the service.

Will the applicant carry liquor liability insurance? If so, please provide the carrier's name and amount of coverage.

American Family Insurance
 Ho Pol # 2284-6117-01 \$300,000; Umb Pol # 22-UE-6917-01 \$1 million

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL & GAMBLING ENFORCEMENT

CITY/COUNTY Pine County

DATE APPROVED _____

CITY FEE AMOUNT \$50.00

LICENSE DATES _____

DATE FEE PAID 5-12-15

sign
 ←

SIGNATURE CITY CLERK OR COUNTY OFFICIAL

NOTE: Submit this form to the city or county 30 days prior to above. If the application is approved the Alcohol and Gambling En

ALCOHOL AND GAMBLING ENFORCEMENT

by city and/or county to the address above to be used as the License for the event



AGENDA REQUEST FORM

Date of Meeting: June 2, 2015

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

Agenda Item: Application for Repurchase

Department: Auditor/Land

Cathy Cloninger
Department Head signature

Background information on Item:

Resolution for repurchase of tax forfeited land on a 10 year contract for Layton Gunderson

Action Requested:

Approve Resolution

Financial Impact:

None

RESOLUTION 2015-20

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

West 330 feet of East 645 feet of Northwest Quarter of Northeast Quarter (NW1/4 of NE1/4), Section Thirty-six (36), Township Thirty-eight (38), Range Twenty-one (21) less the South 924 feet of West 330 feet of East 645 feet of Northwest ¼ of Northeast ¼. Subject to a driveway easement over and across the East 15 feet thereof.
Parcel #43.0605.000

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

and

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

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

Dated at Sandstone, Minnesota, this 2nd day in June, 2015.

Attest:

Chairman, Board of County Commissioners
Pine County, Minnesota

County Auditor



AGENDA REQUEST FORM

Date of Meeting: June 2, 2015

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

Agenda Item: Repurchase for Cheetah Properties LLC

Department: Auditor

Cathy Clamer
Department Head signature

Background information on Item:

Resolution for repurchase of tax forfeited land on a 10 year contract for
Cheetah Properties LLC

Action Requested:

Approve resolution

Financial Impact:

none

RESOLUTION 2015-21

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

Northwest Quarter of the Northwest Quarter (NW1/4 of NW1/4) of Section Seventeen (17), Township Thirty-nine (39), Range Twenty-two (22), excepting therefrom the two following described tracts:

Tract A: Beginning at a point 241 feet East and 33 feet North of the Southwest corner of said NW1/4 of NW1/4 of Section 17, Township 39, Range 22; thence running North and parallel with the West line of the above described forty a distance of 208 feet; thence West and parallel with the South line of the above described forty a distance of 208 feet; thence South and parallel with the West line of the above described forty a distance of 208 feet; thence East and parallel with the South line of the above described forty a distance of 208 feet to the point of beginning and there to terminate

Tract B: Beginning at a point 494 feet East and 33 feet North of the Southwest corner of said NW1/4 of NW1/4 of Section 17, Township 39, Range 22; thence North and parallel with the West line of the above described forty a distance of 208 feet; thence West and parallel with the South line of the above described forty a distance of 50 feet; thence South and parallel with the West line of the above described forty a distance of 208 feet; thence East and parallel with the South line of the above described forty a distance of 50 feet to the point of beginning and there to terminate. Parcel 39.0001.000

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

and

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

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

Dated at Sandstone, Minnesota, this 2nd day in June, 2015.

Attest:

Chairman, Board of County Commissioners
Pine County, Minnesota

County Auditor



AGENDA REQUEST FORM

Date of Meeting: June 2nd, 2015

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

Agenda Item: Restorative Justice/Juvenile Diversion Contract

Department: Probation

Terry Fawcett Digitally signed by Terry Fawcett
DN: cn=Terry Fawcett, o=Pine County, ou=Probation,
email=terry.fawcett@co.pine.mn.us, c=US
Date: 2015.06.22 10:27:28 -0500

Department Head signature

Background information on Item:

Budget capped at \$4,083 per year for contracted services of juvenile restorative justice and juvenile diversion programming, as delivered by contract agent Ravi Roelfs.

Action Requested:

Approve contract

Financial Impact:

\$4,083 revenue from State Caseload/Workload funding designated for these services. Paid at a current rate of \$19.58 per hour, but may change with future increases to the DOC starting agent houring wage (@ 3%= \$20.25).

AGREEMENT BETWEEN PINE COUNTY PROBATION AND RAVI ROELFS;

Pine County Probation, 635 Northridge Dr NW, Suite 290; Pine City, MN 55063, hereafter referred to as the "Agency" and Ravi Roelfs hereafter referred to as the "Contractor", enter into this agreement for the period of July 1, 2015 through June 30, 2016.

WITNESSETH

WHEREAS, the Contractor is an approved vendor to provide juvenile diversion and restorative justice programming; and

WHEREAS, the Agency has received State Caseload-Workload Reduction funding designated for contracting for juvenile diversion and restorative justice programming, and

WHEREAS, the Contractor represents that it is duly qualified and willing to perform such services;

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth the Agency and Contractor agree as follows:

I. Contractor's Duties

Juvenile Diversion:

The Contractor agrees to conference with first time and/or minor juvenile offenders and their parent(s) to gather brief but accurate information to aid in dealing with the youth informally. The purpose is to reduce the number of youth appearing in Juvenile Court and see that families are educated about the Judicial System and available resources.

Tasks are to include:

- Scheduling and conducting intake conferences with youth and parent(s) to acquire an understanding of the offense and family dynamics.
- Consider appropriate case resolution and complete a diversion agreement cooperatively with youth and parent(s).
- Coordinate any family assistance contacts necessary to minimize future difficulties.
- Make any necessary referrals such as education programs or community service work.
- Keep case management data and chronological case records current in CSTS (Court Services Tracking System) as directed.
- Monitor condition compliance and make follow-up calls to youth and parent(s).
- Return referrals to the county attorney if youth fails to complete the diversion agreement with recommendations for additional action.
- Assist in collection of statistical data as required for outcome measures defined by the probation advisory committee.

Juvenile Restorative Justice:

The Contractor agrees to coordinate and facilitate the Pine County Restorative Justice Panels in Pine City, Hinckley, and Sandstone. The goal of the project is to integrate juvenile property offenders into the community while repairing harm.

Tasks are to include:

- Scheduling and facilitating restorative justice panels with youth, parent(s), and community panel members.
- Review case file material to acquire an understanding of the offense and offender circumstances.
- Assist the community panel in consideration of appropriate case resolution and complete a restorative justice agreement cooperatively with youth, parent(s), and panel.
- Coordinate any family assistance contacts necessary to minimize future difficulties.
- Keep case management data and chronological case records current in CSTS (Court Services Tracking System) as directed.
- Monitor condition compliance and make follow-up calls to youth and parent(s).
- Make any necessary referrals such as education programs or community service work.
- Schedule and facilitate follow-up panel sessions for community members to review case progress.
- Return diversion referrals to the county attorney if youth fails to complete the restorative justice agreement with recommendations for additional action.
- File a probation violation report if court-ordered youth fails to complete the restorative justice agreement with recommendations for additional action.
- Assist in collection of statistical data as required for outcome measures defined by the probation advisory committee.

II. Standards to Maintaining Records

The Contractor agrees to:

1. Submit a county voucher with work hours prior to the 5th of each month.
2. Request payment from Pine County Probation only in accordance with state regulations and pursuant to the specific terms of this agreement.
3. Permit review and audit of the records it maintains in performing duties under this agreement by personnel from county, state, or authorized agents.

Amount, Frequency, Duration of Services

The Contractor shall perform duties requested by Pine County Probation in a schedule mutually agreed upon by the Contractor and Probation Director.

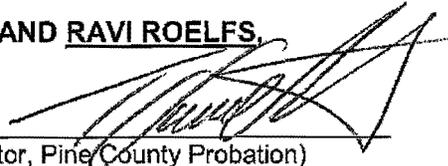
This agreement may be canceled by either party at any time, with or without cause, upon thirty (30) days notice, in writing, delivered by mail or in person.

Cost and Delivery of Purchased Services

The total amount to be paid for such Purchased Services shall not exceed \$ 4,083 for the remainder of the fiscal year. The delivery of services for the full fiscal year averages 16.80 hour per month. The unit cost for providing services shall be equivalent to the hourly wage for step 01 Correction Agent per MN DOER wage scale.

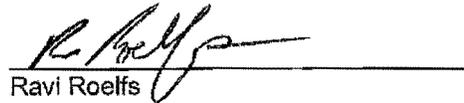
The July 2015 wage : \$ 19.58 per hour, as may change with future increases to the DOC starting agent hourly wage.

AGREEMENT BETWEEN PINE COUNTY PROBATION AND RAVI ROELFS,



(Director, Pine County Probation)

May 22nd, 2015
Date



Ravi Roelfs

May 22nd, 2015
Date



AGENDA REQUEST FORM

Date of Meeting: 6/2/2015

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

Agenda Item: Resolution 2015-17, recommending Ucare as the MCO for Pine County

Department: HHS

Rebecca Foss
Department Head signature

Background information on Item:

In December of 2014, the process started for the State and Counties to review managed care organizations which provide managed care to our clientele. Regions were tasked to formulate ten questions for the different managed care organizations to answer. I was the representative for Pine County to the region. After each region had its ten questions, the State released an RFP and health care companies could choose if they wanted to respond to the RFPs. The health care companies that responded to Pine County were Blue Plus, Health Partners, Medica and UCare. Once the proposals were received from the health care agencies, I had to develop a scoring team. Pine County's scoring team consisted of myself, Barbara Schmidt and Peggy Brackenbury. We met over the course of a few weeks (a few hours each time) to evaluate the proposals. UCare's proposal ranked the highest of the four and we are recommending that they be chosen as our managed care organization. UCare is the current MCO for Pine County, so if they are chosen by the State to continue to provide services (the State also has a say in who is chosen), there should be little to no disruption for our clientele.

Action Requested:

Approve the resolution.

Financial Impact:

N/A

Pine County
Resolution 2015-17
Recommendation for UCare as the MCO for Pine County

WHEREAS, the Minnesota Department of Human Services has published a Request For Proposals to provide health care services to recipients of Medical Assistance and MinnesotaCare in 87 Minnesota counties including Pine County, and

WHEREAS, the Minnesota Department of Human Services has requested County evaluations and recommendations regarding the RFP proposals from each respective county; and

WHEREAS, Blue Plus, Health Partners, Medica and UCare submitted proposals to provide managed health care services in Pine County; and

WHEREAS, representatives of Pine County Health and Human Services have reviewed and evaluated the proposals; and

WHEREAS, UCare has submitted a proposal suitable to meet our needs;

NOW, THEREFORE, BE IT RESOLVED that the Pine County Board of Commissioners supports the recommendation of Pine County Health and Human Services approving UCare as Managed Care Organization(s) (MCO(s)) providing managed health care services in Pine County.

Stephen M. Hallan, Chair

Date

Attest:

David J. Minke
County Administrator



AGENDA REQUEST FORM

Date of Meeting: 6/2/2015

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

Agenda Item: Consider approval of contract with PHASE for 2015

Department: HHS

Rebecca Foss
Department Head signature

Background information on Item:

HHS is bringing forward this contract with PHASE. PHASE provides services to individuals with disabilities. HHS only pays for actual services rendered. The services include Day Training and Habilitation, Supported Employment and Transportation. The County Attorney's Office has reviewed and approved the contract.

Action Requested:

Approve and sign the contract.

Financial Impact:

This contract does not cover serviced purchased by waived programs. This contract only covers those who may not be eligible for/appropriate for waived services. The funds for this service are matched from state allocations.

**CONTRACT BETWEEN PINE COUNTY HEALTH AND HUMAN SERVICES
AND
PINE HABILITATION AND SUPPORTED EMPLOYMENT**

THIS AGREEMENT is made and entered into by and between the, County of Pine Board of Commissioners, through Pine County Health and Human Services, (hereinafter referred to "COUNTY"), 1610 Hwy 23 N Sandstone, MN 55072 and Pine Habilitation and Supported Employment (PHASE), (hereinafter referred to as CONTRACTOR), PO Box 126 Sandstone, MN 55072

WHEREAS, the Agency has identified a certain population within the County of Pine who are in need of Day Training and Habilitation and Supported Employment Services.

WHEREAS, the Contractor represents that it is duly licensed, qualified, and willing to perform such services; and

WHEREAS, the agency wishes to purchases such services from the Contractor; and

NOW, THEREFORE, in consideration for the mutual undertakings and agreements hereinafter set forth, the COUNTY, through Health and Human Services, and the CONTRACTOR agree as follows:

I. Term of Agreement

The CONTRACTOR agrees to furnish services to the benefit of the COUNTY during the period commencing January 1, 2015, and terminating December 31, 2015 irrespective of the date of signatures/execution below.

II. Services to be Provided and Reporting

- A. Day Training and Habilitation (DT&H): Licensed supports to provide persons with help to develop and maintain life skills, participate in community life and engage in proactive and satisfying activities of their own choosing. The following are covered DT&H services.
1. Community integrated activities, including the use of leisure and recreation time.
 2. Supervision, training and assistance in the areas of self-care, communication, socialization and behavior management.
 3. Supported employment and work-related activities.
 4. Training in community survival skills, money management and therapeutic activities that increase adaptive living skills of a person.
- B. Supported Employment: Paid employment for participants for whom competitive employment at or above the minimum wage is unlikely without supports, and who, because of their disabilities, need intensive ongoing support to perform in a community work setting. The following are Supported Employment services.
1. Individual and small group counseling.
 2. Individualized work related assessment.
 3. Individual job development and job placement activities that produce an appropriate job match for the person and the employer.
 4. Long-term support services to assure job retention.
 5. Mobility training.
 6. On-the-job training in work and related work skills required for job performance.
 7. Supervision and ongoing monitoring of a person's performance.
 8. Training in related skills essential to obtaining and retaining employment such as the effective use of community resources.
 9. Training in the use of break and lunch areas.
 10. Training to access various transportation resources.

Other services also included:

1. Advocacy, negotiation and liaison communications with employers
2. Benefit(s) review and analysis
3. Community business outreach and contact for available employment opportunities
4. Design and implementation of schedules for ongoing follow-up support, job coach fading and remote monitoring
5. Development and strengthening of natural work supports
6. Employment marketplace research

7. Employment-specific transportation coordination
 8. Job application, resume and cover letter writing and development
 9. Job specific data collection, documentation and progress reporting
 10. Negotiating and finalizing terms of employment
- C. Transportation: Transportation services for non-medical purposes to enable persons to participate in DT&H services.
- III. **In partnership, the COUNTY and CONTRACTOR will oversee the eligibility criteria, the referral process, and reporting process.**
- IV. **Cost of the Agreement/Billing Instructions**
Attached with each monthly invoice, the CONTRACTOR will provide a list of client names and dates of service to the COUNTY. Services will be billed at the following rates.
The following rates do not apply to DHS Waiver.
- A. DT&H – Phase North & Recycling Rates
 - Daily: \$62.61
 - Partial: \$46.66
 - These rates may be honored if an opportunity arises in which individuals can be served at another facility that has different rates.
 - B. Supported Employment: 1:1
 - 15 minute: as negotiated by parties at time of service.
 - C. Transportation
 - Round Trip: \$15.59
- V. **Payment for Services**
Payment for services shall be made direct to the CONTRACTOR within 35 days of COUNTY's receipt of the said invoice, pursuant to Minnesota Statute §471.425, subdivision 2.
- VI. **Indemnification and Insurance**
- A. CONTRACTOR agrees that in order to protect itself as well as the COUNTY, it will at all time during the term of this contract keep in force an insurance policy. This liability insurance policy will meet the limits as shown below or be equal to the tort liability limits under Minnesota Statute section 3.736 and 466.04, subdivision 4, whichever is greater. However, should the coverage available to the CONTRACTOR exceed the liability limits, nothing by the way of that level of coverage shall be construed as a waiver of the limits available to the COUNTY. The COUNTY will be sent a current certificate of insurance on an annual basis.
 1. Commercial General Liability Insurance
 - a. \$500,000 per claimant / \$1,500,000 per occurrence / \$3,000,000 annual aggregate.
 2. Automobile Insurance (if vehicles are used to conduct this contract)
 - a. Coverage shall be provided for hired, non-owned and owned autos.
 - b. Minimum limits: \$500,000 per claimant / \$1,500,000 occurrence / \$1,500,000 annual aggregate.
 3. Worker's Compensation and Employer's Liability as required by Minnesota Law.
 4. Professional Liability / Errors and omissions coverage.
 - a. Per claim limit: \$1,500,000
 - b. Per person: \$500,000
 5. Bonding: The CONTRACTOR will be required to maintain at all times, during the terms of this contract, a fidelity bond or insurance coverage for employee dishonesty with a minimum amount of \$50,000 covering the activity of each person authorized to receive or distribute monies under the term of this contract.
 - B. Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty days prior notice thereof to the COUNTY.

- C. Prior to the effective date of this contract, and as a condition precedent to this contract, the CONTRACTOR will furnish the COUNTY with Certificates of Insurance.
- D. The CONTRACTOR agrees to defend, indemnify, and hold COUNTY, its employees and officials harmless from any claims, demands, actions or causes of action, including reasonable attorney's fees and expenses arising out of any act or omission on the party of the CONTRACTOR, or its subcontractors, partners or independent contractors or any of their agents or employees in the performance of or with relation to any of the work or services to be performed or furnished by the vendor or the subcontractors, partners, or independent contractors or any of the agents or employees under the agreement.

VII. Compliance with Laws / Standards

- A. The CONTRACTOR shall maintain in good standing, all professional credentials necessary to provide the services contemplated and set forth herein.
- B. The CONTRACTOR shall abide by all Federal, State, or local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to the contract or to the subject matter thereof for which the CONTRACTOR is responsible.
 - 1. By signing this contract, the CONTRACTOR certifies that it and its principals and its employees: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local government department or County; and have not within a three-year period preceding this contract:
 - a. Been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract;
 - b. Violated any federal or state antitrust statutes; or
 - c. Committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
 - 2. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for:
 - a. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction;
 - b. Violating any federal or state antitrust statutes; or
 - c. Committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
 - 3. Are not aware of any information and possess no knowledge that any sub contractor(s) that will perform work pursuant to this contract are in violation of any of the certifications set forth above.
 - 4. Shall immediately give written notice to the COUNTY should CONTRACTOR come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing; a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

VIII. Conditions of Contractors' Obligation

- A. The CONTRACTOR agrees to inform the COUNTY of changes in ownership, organizational structure, board of director membership, and/or chief operating officers with thirty (30) days after occurrence.
- B. It is understood and agreed that in the event the funding to the COUNTY from State and Federal sources is not obtained and continued to an aggregate level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the obligations of each party hereunder shall be terminated.
- C. The CONTRACTOR must, within ten (10) days notify the COUNTY in writing whenever it is unable to, or going to be unable to, provide the required quality or quantity of Purchased Services. Upon such notification, the COUNTY must determine whether such inability will require modification or cancellation of said contract.
- D. Either party may cancel this contract with or without cause upon sixty (60) days written notice. Written notice of cancellation by the CONTRACTOR shall be addressed to Director, Pine County Health and Human Services, 315 Main Street South Suite 200, Pine City, MN 55063.
- E. Before the termination date of the contract, the COUNTY may evaluate the contract performance of the CONTRACTOR and determine whether such performance merits renewal of this contract.
- F. The COUNTY will reimburse for services specified in this contract that have been delivered. Any alterations, variations, modifications or waivers of provisions of this contract shall be valid only when they have been reduced to writing, duly signed, and attached to the original contract.
- G. If the COUNTY determines that funds are not being administered in accordance with the approved service plan and budget or that services are not being properly provided according to the terms of this contract, the COUNTY may terminate this contract after notice has been provided to the CONTRACTOR's designated agent.

IX. Independent Contractor

- A. The CONTRACTOR is an independent contractor and neither the position nor the work of the CONTRACTOR shall cause the CONTRACTOR to be construed as an employee in any way. The CONTRACTOR shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services.
- B. The CONTRACTOR acknowledges and agrees that it is not entitled to receive any of the benefits received by COUNTY employees and is not eligible for workers or unemployment compensation benefits.
- C. The CONTRACTOR also acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due and that it is the CONTRACTOR's sole obligation to comply with the applicable provision of all Federal and State laws.

X. Data Practices

All data collected, created, received, maintained, or disseminated for any purposes by the activities of CONTRACTOR because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing said act now in force or as adopted, as well as HIPAA or other Federal regulations on data privacy.

XI. Records-Availability and retention

- A. Pursuant to Minnesota Statute § 16C.05 subd. 5, the CONTRACTOR agrees that the COUNTY, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are

pertinent to the accounting practices and procedures of the CONTRACTOR and involve transaction relating to the contract.

- B. CONTRACTOR agrees to maintain these records for a period of six (6) years from the date of termination of the contract.
- C. CONTRACTOR will maintain client and placement records according to business standard practices.

XII. Audit and Record Disclosures

The CONTRACTOR agrees to:

- A. Within 180 days of the end of the calendar year, the CONTRACTOR will provide a financial review of program expenditures.
- B. Maintain all records pertaining to the contract at address of CONTRACTOR for six (6) years for audit purposes.

XIII. Contractor Qualifications and Training

- A. The CONTRACTOR agrees to use only qualified personnel to provide any purchased services. If licensing or certification is a necessary prerequisite for provision of services, the CONTRACTOR shall ensure that personnel are properly licensed or certified.
- B. The CONTRACTOR agrees to provide or arrange for staff training as required.
- C. A copy of the staff training plan shall be provided to the COUNTY upon request.
- D. A background check satisfactory to the COUNTY will be performed on all employees prior to unsupervised client contact in accordance with Minnesota Department of Human Services.
- E. The CONTRACTOR agrees to maintain at all times during the term of the contract, a process whereby its current and prospective employees and volunteers who will have direct contact with persons served by the program or program services, will consent to a background check for evidence of maltreatment of adults or minors substantiated under Minnesota Statutes § 626.556.

XIV. Subcontracting

CONTRACTOR shall not enter in any subcontract for performance of any services contemplated under the contract without the knowledge of the COUNTY and subject to such conditions and provisions as the COUNTY may deem necessary. With regard to any subcontractors so retained the CONTRACTOR shall be responsible for the performance under this contract and agrees to comply with prompt payment of any and all subcontractors pursuant to Minnesota Statutes §471.425, subd. 4a.

XV. Nondiscrimination

During the performance of this agreement, the CONTRACTOR agrees to the following:

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable Federal and State laws against discrimination.

XVI. Representatives

The following named persons are designated the authorized representatives of parties for purposes of this contract. These persons have authority to bind the party they represent and to consent to modifications and subcontracts, except that, as to the COUNTY, the authorized representative shall have only the authority specifically or generally granted to the County Board of Commissioners. Notification required to be provided pursuant to the contract shall be provided to the following named persons and addresses unless otherwise stated in the contract, or in a modification of this contract.

County Designee: Barbara Schmidt, Adult Social Services Supervisor

Pine County Health and Human Services
1610 Highway 23 North
Sandstone, MN 55072
320-216-4106

Contractor Designee: Tim Schmutzer, Executive Director
Pine Habilitation and Supported Employment
PO Box 126
Sandstone, MN 55072
320-245-2246

XVII. Modifications

Any alterations, variations modifications, or waivers of provisions of this agreement must be valid only when they have been reduced in writing, duly signed, and attached to the original of this agreement. No claim for services furnished by CONTRACTOR not specifically provided in the agreement will be allowed by the COUNTY nor must the CONTRACTOR do any work or furnish any material not covered by the agreement, unless this is approved in writing by the COUNTY. Such approval must be considered a modification of the agreement.

IN WITNESS THEREOF, the COUNTY and the CONTRACTOR, each intending to be bound by this agreement, effective January 1, 2015 irrespective of the dates of the signatures, certifies that the appropriate person have executed the contract, as required by applicable articles, by-laws resolutions and ordinances.

COUNTY OF PINE
STATE OF MINNESOTA

DIRECTOR
COUNTY SOCIAL SERVICE AGENCY

BY: _____
Chairperson of the County Board

BY: _____
Director of Health and Human Services

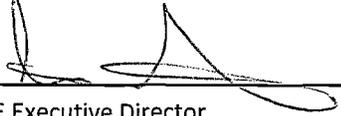
DATED: _____

DATED: _____

ATTESTED TO:

CONTRACTOR

BY: _____
County Administrator

BY:  _____
PHASE Executive Director

DATED: _____

DATED: 5/15/15 _____

APPROVED AS TO LEGALITY AND FORM:

BY: _____
County Attorney

DATED: _____



AGENDA REQUEST FORM

Date of Meeting: 6/2/2015

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

Agenda Item: Update on staff locations- HHS

Department: HHS

Rebecca Foss
Department Head signature

Background information on Item:

Staff from the JW building were relocated after mold was discovered in the building. There were 20 staff located in the building. The attached sheet provides an update, along with some important highlights, about the move.

Action Requested:

None. This is for informational purposes only and will allow time for Board members to ask any questions.

Financial Impact:

N/A

Update on Staff Locations-- 5/26/2015

Staff relocations from the JW building

Arlene F. (case aide for IM)—to the Public Health building
Bev O. (IM)-- currently at PGC, but moving to PH building
Colleen N. (IM)—to PH building
Judith T. (IM)—initially to PH, will be moving to PGC
Lori A. (IM)—to PGC
Mary R. (IM)—to PGC initially, will be moving to PH building
Michelle M. (IM- MNSure)—to PH building
Sue B. (IM)—to PH building
Tara R. (OSS-IM)—to PH building
Vickie W. (family services aide)—to PGC
Yvette W. (child support enforcement aide)—initially to PGC, will be moving to PH building
Anne S. (child support)—to the Public Health building
Claire N. (child support)—to PH building
Donna O. (child support)—to PH building
Jodi B. (child support team leader)—to PH building
Kari S. (child support, recoveries)—to PGC
Marcy M. (child support)—to PGC
Osten B. (fraud)—currently at PH building; exploring options
Kari R. (fraud)—initially to PH, will be moving to Sheriff's Office (North)
Peggy Brackenbury (supervisor)—to PGC

Staff relocations from PH to the PGC to create space for displaced staff

Barbara Schmidt (adult and disability services—supervisor)
Jennifer K. (adult and disability services- OSS)
Ben N. (adult and disability services—social worker)

Important Notes

The JW building was home to twenty staff- 18 of whom were under Peggy's supervision. Of the displaced staff, it was crucial to maintain a presence for both child support and financial workers for our clientele. Of the nine employees who are financial workers and who were housed at JW, seven will be housed at the PH building. Two employees will be housed at the PGC. Of the seven child support staff members who were housed at the JW building, five will be housed at the PH building and two will be housed at the PGC.

Three adult and disabilities staff (including the supervisor) moved to the PGC. There are nine adult and disabilities staff members who are now housed at the PGC, but they are now located in the bottom level of the building (the former Riverwoods space). This created openings on the top floor for the additional child support and eligibility workers. Even with this move, we

maintained a presence at the PH building for adult services and most importantly, we needed to ensure that the intake social worker maintained her presence at the building (so that she could receive walk-in reports/referrals for adult and disabilities services). The children's services staff who were housed at the PH building remained at the PH building. Most importantly, we were able to maintain one child protection investigator at the PH building, allowing for a quicker response time for child protection emergencies in the northern part of the county.



AGENDA REQUEST FORM

Date of Meeting: June 2, 2015

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

Agenda Item: Authorize Lakes and Pines Community Action Council, Inc. to Administer Fund Through the Minnesota Housing Finance Agency (MHFA) and Minnesota Department of Human Services (DHS)

Department: Administration

[Handwritten Signature]
Department Head signature

Background information on Item:

Pine County partners with Lakes and Pines Community Action Council to provide services in Pine County. The attached resolutions authorize Lakes and Pines to administer two housing programs. No county funds are involved in these programs.

Action Requested:

Approve Resolution 2015-18 Authorizing work with Minnesota Housing Finance Agency and
Approve Resolution 2015-19 Authorizing work with the Minnesota Department of Human Services

Financial Impact:

None

RESOLUTION 2015-18
AUTHORIZING ADMINISTRATION OF
MINNESOTA HOUSING FINANCE AGENCY'S
FAMILY HOMELESS PREVENTION AND ASSISTANCE PROGRAM

July 1, 2015 - June 30, 2017

WHEREAS, the Minnesota Housing Finance Agency, State of Minnesota, has been authorized to undertake a program to provide assistance to low-income families and youth to prevent homelessness; and

WHEREAS, Lakes and Pines Community Action Council, Inc. has developed an application as an Administering Entity for the Minnesota Housing Finance Agency's Family Homeless Prevention and Assistance program; and

WHEREAS, Lakes and Pines Community Action Council, Inc. has demonstrated the ability to perform the required activities of the Minnesota Housing Finance Agency's Family Homeless Prevention and Assistance Program.

NOW, THEREFORE BE IT RESOLVED, that Lakes and Pines Community Action Council, Inc. is hereby authorized as an entity to be charged with the administration of funds made available through the Minnesota Housing Finance Agency's Family Homeless Prevention and Assistance Program, in the County of Pine .

Stephen M. Hallan, Chair

Attest:

David J. Minke
County Administrator

RESOLUTION 2015-19
AUTHORIZING ADMINISTRATION OF
MINNESOTA DEPARTMENT OF HUMAN SERVICES –
OFFICE OF ECONOMIC OPPORTUNITY’S HOMELESS PROGRAMS

July 1, 2015 - June 30, 2017

WHEREAS, the Minnesota Department of Human Services Office of Economic Opportunity, State of Minnesota, has been authorized to undertake a program to provide funding to address homelessness; and

WHEREAS, Lakes and Pines Community Action Council, Inc. has developed an application as an Administering Entity for the Minnesota Department of Human Services Office of Economic Opportunity’s Homeless Programs; and

WHEREAS, Lakes and Pines Community Action Council, Inc. has demonstrated the ability to perform the required activities of the Minnesota Department of Human Services Office of Economic Opportunity’s Homeless Programs.

NOW, THEREFORE BE IT RESOLVED, that Lakes and Pines Community Action Council, Inc. is hereby authorized as an entity to be charged with the administration of funds made available through the Minnesota Department of Human Services Office of Economic Opportunity’s Homeless Programs, in the County of Pine .

Stephen M. Hallan, Chair

David J. Minke, County Administrator



AGENDA REQUEST FORM

Date of Meeting: June 2, 2015

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

Agenda Item: Award SP 058-646-029

Department: Pine County Public Works



Department Head signature

Background information on Item:

Contract #1501

SP 58-646-029 Located on CSAH 46, Between CSAH 49 and TH 23, in Kerrick

Action Requested:

Award based on lowest tabulation by County Engineer

Financial Impact:

**PCPW
Project Bid Abstract**

Project Name: CSAH 46; Between CSAH 49 & TH 23, in Kerrick Contract No.:
 Client: Pine County Highway Project No.: SP 058-646-029
 Bid Opening: 05/11/2015 10:00 AM Owner: Pine County Highway

Line No.	Item	Units	Quantity	Engineers Estimate		KGM Contractors, Inc.		Hardrives, Inc.		Tri-City Paving, Inc.	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	2021.501 MOBILIZATION	LS	0.88	\$20,000.00	\$17,600.00	\$50,000.00	\$44,000.00	\$86,927.99	\$76,496.63	\$25,000.00	\$22,000.00
21	2021.501 MOBILIZATION	LS	0.12	\$20,000.00	\$2,400.00	\$50,000.00	\$6,000.00	\$86,927.99	\$10,431.36	\$25,000.00	\$3,000.00
2	2051.501 MAINT & RESTORATION OF HAUL ROADS	LS	0.88	\$500.00	\$440.00	\$800.00	\$704.00	\$1.00	\$0.88	\$1.00	\$0.88
22	2051.501 MAINT & RESTORATION OF HAUL ROADS	LS	0.12	\$500.00	\$60.00	\$800.00	\$96.00	\$1.00	\$0.12	\$1.00	\$0.12
3	2104.507 REMOVE AGGREGATE	C Y	340	\$10.00	\$3,400.00	\$14.45	\$4,913.00	\$7.25	\$2,465.00	\$10.00	\$3,400.00
23	2104.507 REMOVE AGGREGATE	C Y	78	\$10.00	\$780.00	\$14.45	\$1,127.10	\$7.25	\$565.50	\$10.00	\$780.00
4	2105.602 CONSTRUCT TURN LANES	EACH	1	\$7,500.00	\$7,500.00	\$14,000.00	\$14,000.00	\$11,920.00	\$11,920.00	\$7,500.00	\$7,500.00
24	2105.602 CONSTRUCT TURN LANES	EACH	1	\$7,500.00	\$7,500.00	\$14,000.00	\$14,000.00	\$11,920.00	\$11,920.00	\$7,500.00	\$7,500.00
5	2118.501 AGGREGATE SURFACING CLASS 1	TON	1728	\$10.00	\$17,280.00	\$16.00	\$27,648.00	\$16.74	\$28,926.72	\$20.00	\$34,560.00
25	2118.501 AGGREGATE SURFACING CLASS 1	TON	224	\$10.00	\$2,240.00	\$16.00	\$3,584.00	\$16.74	\$3,749.76	\$20.00	\$4,480.00
6	2123.507 1.0 CU YD SHOVEL	HOURL	9	\$100.00	\$900.00	\$150.00	\$1,350.00	\$158.67	\$1,428.03	\$100.00	\$900.00
26	2123.507 1.0 CU YD SHOVEL	HOURL	1	\$100.00	\$100.00	\$150.00	\$150.00	\$158.67	\$158.67	\$100.00	\$100.00
7	2123.510 10 CU YD TRUCK	HOURL	13	\$100.00	\$1,300.00	\$110.00	\$1,430.00	\$97.71	\$1,270.23	\$100.00	\$1,300.00
27	2123.510 10 CU YD TRUCK	HOURL	2	\$100.00	\$200.00	\$110.00	\$220.00	\$97.71	\$195.42	\$100.00	\$200.00
8	2211.502 AGGREGATE BASE (LV) CLASS 5	C Y	405	\$15.00	\$6,075.00	\$19.50	\$7,897.50	\$17.89	\$7,245.45	\$25.00	\$10,125.00
28	2211.502 AGGREGATE BASE (LV) CLASS 5	C Y	120	\$15.00	\$1,800.00	\$19.50	\$2,340.00	\$17.89	\$2,146.80	\$25.00	\$3,000.00
9	2215.501 FULL DEPTH RECLAMATION	S Y	53452	\$2.00	\$106,904.00	\$0.75	\$40,089.00	\$0.92	\$49,175.84	\$1.00	\$53,452.00
29	2215.501 FULL DEPTH RECLAMATION	S Y	7113	\$2.00	\$14,226.00	\$0.75	\$5,334.75	\$0.92	\$6,543.96	\$1.00	\$7,113.00
40	2232.501 MILL BITUMINOUS SURFACE (1.5")	SQ YD	3244	\$1.25	\$4,055.00	\$1.10	\$3,568.40	\$1.82	\$5,904.08	\$1.20	\$3,892.80
42	2232.501 MILL BITUMINOUS SURFACE (1.5")	SQ YD	460	\$1.25	\$575.00	\$1.10	\$506.00	\$1.82	\$837.20	\$1.20	\$552.00
41	2232.501 MILL BITUMINOUS SURFACE (3.0")	SQ YD	27742	\$1.75	\$48,548.50	\$1.55	\$43,000.10	\$1.12	\$31,071.04	\$1.50	\$41,613.00
43	2232.501 MILL BITUMINOUS SURFACE (3.0")	SQ YD	7113	\$1.75	\$12,447.75	\$1.55	\$11,025.15	\$1.12	\$7,966.56	\$1.50	\$10,669.50
10	2357.502 BITUMINOUS MATERIAL FOR TACK COAT	GALLONS	3333	\$2.00	\$6,666.00	\$2.35	\$7,832.55	\$2.04	\$6,799.32	\$2.50	\$8,332.50
30	2357.502 BITUMINOUS MATERIAL FOR TACK COAT	GALLONS	476	\$2.00	\$952.00	\$2.35	\$1,118.60	\$2.04	\$971.04	\$2.50	\$1,190.00
11	2360.501 TYPE SP 12.5 WEARING COURSE MIX (2,B)	TON	12831	\$52.00	\$667,212.00	\$44.40	\$569,696.40	\$45.20	\$579,961.20	\$52.00	\$667,212.00

Project: SP 058-646-029 - CSAH 46; Between CSAH 49 & TH 23, in Kerrick				Engineers Estimate		KGM Contractors, Inc.		Hardrives, Inc.		Tri-City Paving, Inc.		
Line No.	Item	Units	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	
31	2360.501 TYPE SP 12.5 WEARING COURSE MIX (2,B)	TON	1825	\$62.00	\$94,900.00	\$44.40	\$81,030.00	\$45.20	\$82,490.00	\$52.00	\$94,900.00	
12	2540.602 MAIL BOX SUPPORT	EACH	9	\$150.00	\$1,350.00	\$160.00	\$1,440.00	\$160.92	\$1,448.28	\$100.00	\$900.00	
13	2563.601 TRAFFIC CONTROL	LUMP SUM	0.88	\$5,000.00	\$4,400.00	\$3,900.00	\$3,432.00	\$4,291.24	\$3,776.29	\$2,500.00	\$2,200.00	
32	2563.601 TRAFFIC CONTROL	LUMP SUM	0.12	\$5,000.00	\$600.00	\$3,900.00	\$468.00	\$4,291.24	\$514.95	\$2,500.00	\$300.00	
14	2573.533 SEDIMENT CONTROL LOG TYPE COMPOST	LF	64	\$5.00	\$320.00	\$2.10	\$134.40	\$2.15	\$137.60	\$4.00	\$256.00	
33	2573.533 SEDIMENT CONTROL LOG TYPE COMPOST	LF	112	\$5.00	\$560.00	\$2.10	\$235.20	\$2.15	\$240.80	\$4.00	\$448.00	
15	2575.555 TURF ESTABLISHMENT	LUMP SUM	0.5	\$2,500.00	\$1,250.00	\$2,800.00	\$1,400.00	\$2,842.95	\$1,421.48	\$2,500.00	\$1,250.00	
34	2575.555 TURF ESTABLISHMENT	LUMP SUM	0.5	\$2,500.00	\$1,250.00	\$2,800.00	\$1,400.00	\$2,842.95	\$1,421.48	\$2,500.00	\$1,250.00	
16	2580.603 INTERIM PAVEMENT MARKING	LIN FT	4084	\$0.50	\$2,042.00	\$0.15	\$612.60	\$0.32	\$1,306.88	\$1.00	\$4,084.00	
35	2580.603 INTERIM PAVEMENT MARKING	LIN FT	624	\$0.50	\$312.00	\$0.15	\$93.60	\$0.32	\$199.68	\$1.00	\$624.00	
17	2582.501 PAVEMENT MESSAGE(RIGHT ARROW) WHITE EPOXY	Each	2	\$500.00	\$1,000.00	\$184.00	\$368.00	\$187.74	\$375.48	\$250.00	\$500.00	
36	2582.501 PAVEMENT MESSAGE(RIGHT ARROW) WHITE EPOXY	Each	2	\$500.00	\$1,000.00	\$184.00	\$368.00	\$187.74	\$375.48	\$250.00	\$500.00	
18	2582.502 4" SOLID LINE WHITE EPOXY	LIN FT	40238	\$0.35	\$14,083.30	\$0.20	\$8,047.60	\$0.19	\$7,645.22	\$0.30	\$12,071.40	
37	2582.502 4" SOLID LINE WHITE EPOXY	LIN FT	5468	\$0.35	\$1,913.80	\$0.20	\$1,093.60	\$0.19	\$1,038.92	\$0.30	\$1,640.40	
19	2582.502 4" SOLID LINE YELLOW EPOXY	LIN FT	21536	\$0.35	\$7,537.60	\$0.20	\$4,307.20	\$0.19	\$4,091.84	\$0.30	\$6,460.80	
38	2582.502 4" SOLID LINE YELLOW EPOXY	LIN FT	4339	\$0.35	\$1,518.65	\$0.20	\$867.80	\$0.19	\$824.41	\$0.30	\$1,301.70	
20	2582.502 4" BROKEN LINE YELLOW EPOXY	Lin Ft	2800	\$0.35	\$980.00	\$0.20	\$560.00	\$0.19	\$532.00	\$0.30	\$840.00	
39	2582.502 4" BROKEN LINE YELLOW EPOXY	Lin Ft	170	\$0.35	\$59.50	\$0.20	\$34.00	\$0.19	\$32.30	\$0.30	\$51.00	
Totals for Project SP 058-646-029						\$1,066,238.10		\$917,522.55		\$956,023.90		\$1,022,450.10
% of Estimate for Project SP 058-646-029								-13.95%		-10.34%		-4.11%

I hereby certify that this is an exact reproduction of bids received.

Certified By: Mark A. J. B. License No. 40478
Date: 5/26/15



AGENDA REQUEST FORM

Date of Meeting: June 2, 2015

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

Agenda Item: Resolution Supporting the County's Ability to Select a Certified Public Account or the Office of the State Auditor to Complete the Annual Financial Audit.

Department: Administration

Department Head signature

Background information on Item:

Under current law, counties are required to have an annual audit performed by the state auditor's office. Counties may request the state auditor exempt them and allow them to have an audit performed by a Certified Public Accounting firm meeting the requirements of Minnesota Statute §326A.05. Twenty-eight counties are currently exempt.

Generally, towns, cities, and school districts in the state are currently allowed to use a private CPA firm. As part of the conference committee work on Senate File 888, the state government finance bill, the conference committee included language that would allow counties to use either the state auditor's office or a qualified CPA firm.

Governor Mark Dayton has made repeal of this item a requirement of the special session. Allowing counties similar authority as all other local units of government makes sense. Under the legislation, the county would be able to continue using the state auditor, or issue a Request for Proposals and review proposals from private firms. This option would give the county the ability to set a date for delivery of the audit as well as compare costs among firms and the state auditor. Currently the county pays about \$48,000 for the annual audit and gets the audit in September for the fiscal year ending December 31.

If the county could get the audit earlier, it would be a better tool for planning the next year's budget. As it is, the audit comes the same time the county is working to finalize the preliminary budget and levy.

Regardless of who completes the audit, the audit must be completed following the guidance in the Minnesota Legal Compliance Audit Guide for Political Subdivisions published by the Office of the State Auditor. Additionally, the audit must conform to Generally Accepted Accounting Principles (GAAP) promulgated by the Government Accounting and Standards Board (GASB) and Generally Accepted

Government Audit Standards (GAGAS) promulgated by the comptroller general of the United States. Additionally, county financial records must be maintained according to the requirements in the Minnesota County Financial and Accounting Reporting Standards (COFARS) published by the Office of the State Auditor. Additionally, the state auditor retains the authority to require additional financial information from counties and to review financial records at any time.

Action Requested:

Approve Resolution 2015-22 supporting the choice of counties to choose the Office of the State Auditor or a private and qualified CPA firm to complete the annual financial audit.

Financial Impact:

Other counties have seen a cost savings when allowed to switch from the Office of the State Auditor to a private CPA firm.

**SELECTION OF AN AUDITOR TO COMPLETE
THE ANNUAL COUNTY AUDIT
Resolution 2015-22**

WHEREAS, the Conference Committee Report on SF 888 included a provision to allow counties to choose to have an audit by the state auditor's office or a private certified public accounting firm meeting the requirements of Minnesota Statute §326A.05; and

WHEREAS, generally towns, cities and school districts in the state of Minnesota and 28 counties are allowed this option; and

WHEREAS, the state auditor continues to exercise financial oversight of those organizations and would continue to exercise financial oversight of all local government under the provision in the Conference Committee Report on SF 888; and

WHEREAS, the county board believes that Pine County and all other counties in the state of Minnesota should have the option to select the state auditor's office or a private certified public accounting firm to complete the annual audit,

NOW, THEREFORE BE IT RESOLVED that the Pine County Board of Commissioners supports the Conference Committee Report and the ability of counties to select either the Office of the State Auditor or a private qualified certified public accounting firm to complete the county audit.

Dated this 2nd day of June, 2015.

Stephen M. Hallan, Chair

Attest:

David J. Minke
County Administrator