



AGENDA
PINE COUNTY BOARD MEETING

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

Tuesday, August 16, 2016, 10:00 a.m.
Board Room, Pine County Courthouse
Pine City, Minnesota

- A) Call meeting to order
- B) Pledge of Allegiance
- C) Public Forum. Members of the public are invited to speak on items not on the agenda. Each speaker should state his/her name and limit comments to three (3) minutes.
- D) Adopt Agenda
- E) Approve Minutes of August 2, 2016 County Board meeting and Summary for publication.
- F) Minutes of Boards, Committees and Correspondence
 - East Central Regional Library Board Minutes – June 13, 2016
 - Pine County HRA Senior Housing Regular Meeting Minutes – June 22, 2016
 - Pine County HRA Senior Housing Special Meeting Minutes – July 5, 2016
 - Pine County HRA Senior Housing Special Meeting Minutes – July 13, 2016
 - Pine County Chemical Health Coalition Meeting Minutes – August 8, 2016
- G) Approve Consent Items

CONSENT AGENDA

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

1. Review July, 2016 Cash Balance (attached)

Fund	July 31, 2015	July 31, 2016	Increase(Decrease)
General Fund	4,544,273	5,157,997	613,725
Health and Human Services Fund	508,470	779,110	270,640
Road and Bridge Fund	3,748,270	4,637,767	889,498
Land Management Fund	1,459,754	1,435,209	(24,545)
TOTAL (inc non-major funds)	11,472,838	13,582,434	2,109,595

2. Liquor License

Consider approval of liquor licenses (on/off/Sunday) for September 1, 2016 through August 31, 2017, subject to meeting all requirements, for the following: Wings North, 19379 Homestead Road, Pine City (On Sale and Sunday); Tanks Tavern-Cloverdale, 39109 State Hwy. 48, Hinckley (On Sale, Off Sale and Sunday); Nickerson Bar & Motel, 94430 Main Street, Nickerson (On Sale, Off Sale and Sunday); Marathon of Beroun, 18648 Beroun Crossing, Pine City (Off Sale Only); Pine City Country Club, 10413 Golf Course Road SW, Pine City (On Sale and Sunday); West Beroun Liquor, LLC, 18070 Beroun Crossing Road, Pine City (Off Sale Only); Vannelli's Landing, Inc., 13646 Muffies Lane, Grasston (On Sale, Off Sale and Sunday); Doc's Sports Bar & Grill, 34427 Majestic Pine Drive, Sturgeon Lake (On Sale, Off Sale and Sunday); Chengwatana Country Club, LLC 29410 Beroun Crossing, Pine City (On Sale, Off Sale and Sunday); Moose Lake Golf Club, 35311 Parkview Drive, Sturgeon Lake (On Sale and Sunday); The Tavern in Duquette, 88159 State Hwy. 23, Kerrick (On Sale, Off Sale and Sunday); Countryside Campground, 56283 Beaver Tail Road, Askov (On Sale, Off Sale and Sunday), Half Way Home Saloon, 60684 State Hwy. 23, Finlayson (On Sale, Off Sale and Sunday) and Floppie Crappie Lakeside Pub, 10762 Lakeview Shore Drive, Pine City (On Sale, off Sale and Sunday).

3. Application for Repurchase

- A. Consider approval of Resolution 2016-45 for Repurchase of Tax Forfeited Land on a 10 year contract, Beulah Webster, PID 27.0244.000, and authorize Board Chair and County Auditor to sign.
- B. Consider approval of Resolution 2016-46 for Repurchase of Tax Forfeited Land on a 10 year contract, Gilbert Terry and Patricia Terry, PID 28.0560.000, and authorize Board Chair and County Auditor to sign.
- C. Consider approval of Resolution 2016-49 for Repurchase by the Mille Lacs Band of Ojibwe Housing Department, the former mortgagee, PID 40.5376.000, in full, and authorize Board Chair and County Auditor to sign.

4. Pine County Election Emergency Plan

Consider approval of the Pine County Election Emergency Plan.

5. Joint Powers Agreement – Minnesota Government Access (MGA)

Consider approval for Jail Administrator Rodney Williamson to enter into an agreement with the State of Minnesota Office of State Court Administration and authorize his signing the Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies.

6. New Hire/Promotion

- A. Consider the promotion of Corrections Officer Jennifer Neel to Jail Sergeant, effective August 21, 2016, starting wage \$24.14 per hour, grade B31.
- B. Authorize the hiring of Children's Mental Health Social Worker Nancy Johnson, effective August 17, 2016, \$21.97 per hour, grade C42, step 2.

7. Training

- A. Consider Child Support Supervisor Jodi Blesener, Child Support Officer Mindy Sandell, and Support Enforcement Aide Christina Frey to attend the Minnesota Family Support and Recovery Council Fall Conference in St. Cloud, October 3-5, 2016. Registration: \$190 per individual for a total registration cost of \$570. A county car will be used for travel/no accommodations are being requested. Funds are available in the 2016 HHS budget.
- B. Consider GIS/Environmental Technician Joe Sanders and Land & Resources Manager Caleb Anderson to attend the two-day ArcGIS Desktop 10 training offered by Minnesota Counties Computer Cooperative in St. Paul, October 3-4, 2016. The cost of the workshop is \$500 per day for a total of

\$1,000 (a county vehicle will be used for transportation). All costs will be paid out of the recorder's compliance fund.

- C. Consider Appraisers Lorri Houtsma and Karen Stumme to attend the Minnesota Association of Assessing Officers course, 15-hour Uniform Standards of Professional Appraisal Practice in St. Cloud, October 26-27, 2016. Course cost for the MAAO is \$275 per person, lodging in a shared room for one night at a rate of \$83 plus tax, and up to \$30 in meal reimbursements. A county vehicle will be used for transportation, no mileage costs will be incurred. Total cost: \$663. Funds are available in the 2016 Assessor budget.

REGULAR AGENDA

1. Public Hearing – Sales Tax

- A. Presentation by staff
- B. Questions from the Board
- C. Open Public Hearing/Comments from the public
- D. Close Public Hearing
- E. Board -- additional discussion if necessary
- F. Consider approval of Resolution 2016-50 Authorizing Repeal of the Wheelage Tax for Pine County and authorize Board Chair and County Administrator to sign.
- G. Consider approval of Resolution 2016-45 Authorizing a Sales and Excise Tax for Pine County and authorize Board Chair and County Administrator to sign.

2. Public Hearing – One Heartland

- A. Presentation/comments by applicant (One Heartland). Tom Koerber, Senior Vice President Northview Bank and Patrick Kindler, Executive Director One Heartland
- B. Questions from the Board
- C. Open Public Hearing/Comments from the public
- D. Close Public Hearing
- E. Board -- additional discussion if necessary
- F. Consider approval of Resolution 2016-51 Approving the Issuance and Sale of a \$700,000 Revenue Note, Series 2016 and authorize Board Chair and County Administrator to sign.
Roll call vote is necessary.

3. Insurance Committee

The Pine County Insurance Committee met August 8, 2016. Minutes attached. It was the recommendation of the committee to remain with Blue Cross Blue Shield and Resource Training and Solutions for health insurance for 2017 and 2018, in consideration of their 10% rate reduction from current premiums, 8% cap on premium increase for 2018; and inclusion of an HSA plan, subject to contingencies.

4. Pine County Public Health Planning Committee

The Pine County Public Health Planning Committee met August 9, 2016. Minutes attached. Information only. No board action necessary.

5. Personnel Committee

Pine County Personnel Committee met August 9, 2016 and made the following recommendations (Minutes attached):

Land Services

Acknowledge the resignation of temporary part-time Watercraft Inspector James Cherewan, effective July 12, 2016.

Sheriff's Office

Acknowledge the resignation of probationary part-time Dispatcher Sherri Potter effective August 1, 2016 and approve backfill of the position.

Jail

- A. Acknowledge the resignation of full-time Jail Sergeant Nathan Campion, effective August 5, 2016, and approve backfill of the position and any subsequent vacancies that may occur due to internal promotions.
- B. Acknowledge the resignation of part-time Corrections Officer Morgan McConnell, effective August 13, 2016, and approve backfill of the position.
- C. Approve the addition of one (1) Full-Time Corrections Officer position at grade B23, bringing total full-time Corrections Officers to 33 positions.

HHS

Acknowledge the resignation of probationary full-time Office Support Specialist Tatyana Starinets, effective July 25, 2016, and approve backfill of the position.

Administration

Approve the addition of one (1) Full-Time Office Support Specialist at grade A13 to assist with Administration and Land Services departments.

Other items are for informational purposes only.

6. 2016 Emergency Management Performance Grant

Consider approval of the 2016 Emergency Management Performance Grant in the amount of \$21,864 and authorize Board Chair and County Administrator to sign. No additional funds will be expended by Pine County as the Pine County Sheriff's Office/Emergency Management is able to do a "soft match".

7. Out-of-Home Placements Update

Out-of-home placements update by Health & Human Services Director Becky Foss.

8. Sex-Trafficked Youth Information

Presentation by Beth Jarvis and Bonnie Rediske from Pine County Health and Human Services pertaining to multi-disciplinary response to sex-trafficked youth.

9. Clean Water Partnership Loan Resolution and Note

Consider approval of Resolution 2016-48 relating to the Minnesota Pollution Control Agency (MPCA) Clean Water Partnership; Authorizing the County to Borrow Money from the Minnesota Pollution Control Agency and to Lend Money to Eligible Participants and Eligible Lenders to Fund Projects for the Control and Abatement of Water Pollution; and the General Obligation Note with the MPCA, and authorize the Board Chair and County Auditor to sign.

10. Contract #1404 – Final Payment

Consider approval of final payment to Midwest Contracting, LLC in the amount of \$141,603.87 for contract #1404 related to SAP 058-605-007 located on CSAH 5; between CSAH 1 and Kanabec County Line and authorize County Administrator to sign Certificate of Final Contract Acceptance.

11. Award Contract #1603

Award bid for Contract #1603 to the lowest responsible bidder as determined by the County Engineer for the following:

- SAP 058-614-016 on CSAH 14, 1.5 miles East of CSAH 13 over Pokegama Creek
- SAP 058-599-042 on Milburn Road, 0.1 miles South of CSAH 3 over Co Ditch #2

12. Commissioner Updates

Soil & Water Conservation District
East Central Solid Waste Commission
East Central Regional Library
Pine County Chemical Health Coalition
Kanabec-Pine Community Health Board

13. Other

14. Upcoming Meetings –(Subject to Change)

- a. **CANCELLED-Technology Committee, Tuesday, August 16, 2016, 8:30 a.m.**, Commissioners' Conference Room, Courthouse, Pine City, Minnesota.
- b. **Pine County Board Meeting, Tuesday, August 16, 2016, 10:00 a.m.**, Board Room, Courthouse, Pine City, Minnesota.
- c. **Negotiations Committee, Tuesday, August 16, 2016, to commence immediately following conclusion of county board meeting**, Commissioners' Conference Room, Courthouse, Pine City, Minnesota.
- d. **Snake River Watershed, Monday, August 22, 2016, 9:00 a.m.**, Kanabec County Courthouse, Mora, Minnesota
- e. **East Central Regional Development Commission, Monday, August 22, 2016, 5:30 p.m.**, 100 Park Street So., Mora, Minnesota.
- a. **Special Meeting-Committee of the Whole (Budget), Tuesday, August 23, 2016, 9:00 a.m.**, Board Room, Courthouse, Pine City, Minnesota.
- b. **NLX, Wednesday, August 24, 2016, 10:00 a.m.**, Board Room, Courthouse, Pine City, Minnesota.
- c. **Arrowhead Transit Advisory Committee, Thursday, August 25, 2016, 9:00 a.m.**, location TBD.
- Northeast Regional Radio Board, Thursday, August 25, 2016, 10:00 a.m.**, Jail Training Room, Courthouse, Pine City, Minnesota.
- d. **Special Meeting-Committee of the Whole (Budget), Tuesday, August 30, 2016, 9:00 a.m.**, Board Room, Courthouse, Pine City, Minnesota.
- e. **Mille Lacs Band of Ojibwe meeting, Thursday, September 1, 2016, 9:00 a.m.**, Administrator's Conference Room, Courthouse, Pine City, Minnesota.
- f. **Pine County Board Meeting, Tuesday, September 6, 2016, 10:00 a.m.**, Pine County History Museum, 6333 H C Andersen Alle, Askov, Minnesota.

15. Adjourn

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

Tuesday, August 2, 2016 - 10:00 a.m.

Pine County History Museum, 6333 H C Andersen Alle, Askov, Minnesota

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

The Pledge of Allegiance was said.

Chair Rossow called for public comment. Betty Berglund requested consideration be given to paving the four miles of county road 22 between county roads 30 and 32.

Chair Rossow requested the following revision to the Agenda:

1. Resolution Declaring a Local Emergency for Pine County
Consent Agenda #6: Substitution of Resolution 2016-38A
2. Transportation Committee Minutes – August 1, 2016
Addition: Regular Agenda Item #7A: Transportation Committee Minutes

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

Commissioner Hallan moved to approve the Minutes of the July 14, 2016 Emergency Board Meeting. Second by Commissioner Chaffee. Motion carried 5-0.

Commissioner Ludwig moved to approve the Minutes of the July 19, 2016 board meeting and Summary for publication. Second by Commissioner Mohr. Motion carried 5-0.

Commissioner Chaffee moved to approve the Minutes of the July 26, 2016 Special Meeting-Committee of the Whole. Second by Commissioner Hallan. Motion carried 5-0.

Minutes of Boards, Committees and Correspondence

Pine County Land Surveyor Monthly Report – July 2016

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

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

CONSENT AGENDA

1. July, 2016 Disbursements

Approve Disbursements Journal Report, July 1, 2016 – July 31, 2016.

2. **Application for Temporary Liquor License**
Approve temporary liquor license for the Audubon Center of the Northwoods, Sandstone, for an event, August 17-20, 2016.
3. **2016 Tax-Forfeit Land Auction**
Approve Resolution 2016-39: 2016 Pine County Tax-Forfeit Land Auction Sales Terms and Conditions; and Resolution 2016-40: 2016 Pine County Tax-Forfeit Land Auction Limited to Adjoining Property Owners Only.
4. **Donations**
Accept \$250 donation from Dan Bina for the K-9 program.
5. **Joint Powers Agreement and Bylaws with Minnesota Counties Computer Cooperative (MnCCC)**
Approve the Amended and Restated Joint Powers Agreement and Minnesota Counties Computer Cooperative Bylaws and authorize Board Chair and County Administrator to sign.
6. **Resolution Declaring a Local Emergency for Pine County**
Approve Resolution 2016-38A Declaring a Local Emergency for Pine County and authorize Board Chair and County Administrator to sign.
7. **Retirement of Jeffrey Randall, Assistant Jail Administrator**
Acknowledge the retirement of Assistant Jail Administrator Jeffrey Randall, effective July 22, 2016.
8. **Personnel (Full-Time Status/Completion of Probationary Period)**
 - A. Approve full-time status for Public Health Nurse Sarah Oswald, effective August 8, 2016.
 - B. Approve full-time status for Social Worker Andrea Wiener, effective July 21, 2016.
9. **Promotion**
 - A. Approve the promotion of Corrections Officer Laurie Brown to Jail Sergeant, effective August 2, 2016, grade B31, step 7, starting wage \$24.14 per hour.
 - B. Approve the promotions of part-time Corrections Officers: Derek Johnson, effective August 2, 2016; Rian Bergstad, effective August 2, 2016; Leslie Jones, effective August 3, 2016; Timothy Ottum, effective August 4, 2016; and James Long, effective August 10, 2016 to full-time Corrections Officers. No change in grade or step.
10. **Training**
 - A. Approve Office Clerk III Kim Kylander to attend the Summer Minnesota Association of Assessment Personnel (MAAP) Conference, August 18-19, 2016 in Elk River. Registration fee \$80; Lodging – approximately \$170; Mileage approximately \$73.12.
 - B. Approve County Engineer Mark LeBrun to attend Minnesota Association of Drainage Inspectors Meeting, August 25, 2016 in Fergus Falls. Registration fee \$20; Lodging - \$123; Mileage: county vehicle will be used, no mileage incurred. Total cost \$143.
 - C. Approve Social Services Supervisor Beth Jarvis to attend the Minnesota Supervisors Fall Conference, September 11-14, 2016 at Breezy Point. Registration fee \$60; Lodging and meals - \$600; Mileage – county vehicle will be used, no mileage incurred. Total cost \$660.

REGULAR AGENDA

1. Deputy Sheriff Mike Morrow Memorial Highway

Sheriff Jeff Nelson stated August 24, 2016 will mark the 25th anniversary of the death of Deputy Sheriff Mike Morrow who was killed in the line of duty. A ceremony will be held August 24, 2016 to honor the memory of Officer Morrow and a portion of County State Aid Highway 61 in Pine City (from First Avenue North to the Everready Road) will be designated as the “Deputy Sheriff Mike Morrow Memorial Highway”.

Motion by Commissioner Chaffee to approve Resolution 2014-44 designating a portion of CSAH 61 as the Mike Morrow Memorial Highway and authorize Board Chair and County Administrator to sign. Second by Commissioner Ludwig. Motion carried 5-0.

2. Memorandum of Understanding – Soil Survey

Administrator Minke stated at the January 26, 2016 county board meeting, Roger Risley and Michael White from the USDA National Resources Conservation Service provided information regarding the benefits to Pine County of the completion of a soil survey. It was determined at that time that a Memorandum of Understanding would be circulated at a later date to commence the soil survey in Pine County. There is no cost to the county.

Motion by Commissioner Ludwig to approve the Memorandum of Understanding with the US Department of Agriculture; Natural Resources Conservation Service to commence a soil survey in Pine County and authorize Board Chair and County Administrator to sign. Second by Commissioner Hallan. Motion carried 5-0.

3. Household Hazardous Waste Facility Operations Update

Land Services Director Kelly Schroeder provided an update on the households served and waste collected at the Household Hazardous Waste Facility in Pine City. The facility has been open Tuesdays and Saturdays for two months; the average participation rate is 17.8 visitors per day.

4. 2017-2019 Assessment Contracts

Land Services Director Kelly Schroeder stated each township/city in the county has the authority to hire their own assessor (private individuals or using the county assessor’s office). Twenty-nine jurisdictions have opted to contract with the assessor’s office--the Assessing Agreements are three year agreements.

Motion by Commissioner Ludwig to approve the assessment agreements for the following jurisdictions: Birch Creek Twp., Bruno Twp., Chengwatana Twp., Clover Twp., Crosby Twp., Danforth Twp., Dell Grove Twp., Fleming Twp., Kerrick Twp., Munch Twp., Nickerson Twp., Ogema Twp., Park Twp., Pine Lake Twp., Pokegama Twp., Sturgeon Lake Twp., Windemere Twp., Askov City, Bruno City, Denham City, Finlayson City, Henriette City, Hinckley City, Kerrick City, Pine City, Rutledge City, Sandstone City, Sturgeon Lake City, and Willow River City and authorize Board Chair and County Administrator to sign. Second by Commissioner Hallan. Motion carried 5-0.

5. Clean Water Partnership Loan Award

Land Services Director Kelly Schroeder stated the county received a loan award from the Minnesota Pollution Control Agency (MPCA), in the amount of up to \$600,000, to be used for updates to non-compliant septic systems.

Motion by Commissioner Chaffee to approve Resolution 2016-43 designating County Land Services Director as the Project Representative for the implementation of the Pine County Subsurface Sewage Treatment Systems Upgrades Clean Water Partnership Loan and execute the Minnesota Clean Water Partnership Project Implementation Loan Agreement; authorize the Board Chair and County Administrator to sign. Second by Commissioner Hallan. Motion carried 5-0.

6. Cooperative Agreement with Barry Township

County Engineer Mark LeBrun stated that the Township of Barry has requested the county to act on its behalf for opening of bids, award of contracts and inspection of construction activities for improvements for State Aid Project 058-599-043 (Deer Creek on Government Road) in Barry Township and enter into a cooperative agreement.

Motion by Commissioner Ludwig to approve the Cooperative Agreement with Barry Township and authorize County Administrator to sign. Second by Commissioner Chaffee. Motion carried 5-0.

7. County Veterans Service Office Enhancement Grant

Veterans Service Officer Ben Wiener provided an overview of the utilization of the 2016 Enhancement Grant and stated the 2017 \$10,000 enhancement grant will be used for CVSO training, marketing and outreach, veterans' transportation, software, and other services. No matching funds are required.

Motion by Commissioner Hallan to approve Resolution 2016-41 and County Veterans Service Office Enhancement Grant and authorize Board Chair and County Administrator to sign. Second by Commissioner Mohr. Motion carried 5-0.

7A. Transportation Committee Meeting

Commissioner Hallan provided an overview of the August 1, 2016 Transportation Committee meeting. Hallan stated discussion was held regarding the county's support of the designation of the U.S. Bicycle Route 41; a resolution reflecting the county's support will be brought before the county board on August 16, 2016. Discussion was held comparing the wheelage tax and a 1/2 % local sales tax. County Engineer Mark LeBrun stated the wheelage tax generates approximately \$266,000 per year, the sales tax would generate approximately \$700,000 per year. The sales tax is project orientated and would span a 10 year period. It was the consensus for the board to schedule this matter for public hearing at the August 16, 2016 regular county board meeting.

8. Commissioner Updates

Rush Line Task Force: No Update.

Pine County Extension Committee: Introduced new extension committee member; Ag Educator position was discussed; preparation for the county fair; combined Carlton/Pine forestry meeting rescheduled to September.

Snake River Watershed: Paid bills; discussion on NRCS phase for poles every 8' (instead of 16') for new fence.

NLX: Meeting cancelled.

NE MN Regional Radio Board: No meeting.

Central EMS: Pine County Sheriff's Office has completed Narcan training for officers; fire departments received about \$2,000 reimbursement for training; discussion on seatbelt funding.

Resources Training: Commissioner Hallan attended recent training relating to insurance.

9. Other

None.

10. Upcoming Meetings

Upcoming meetings were reviewed.

11. Adjourn

With no further business, Chair Rossow adjourned the meeting at 11:11 a.m. The next regular meeting of the county board is scheduled for August 16, 2016 at 10:00 a.m. at the Board Room, Pine County Courthouse, Pine City, Minnesota.

Curtis H. Rossow, Chair
Board of Commissioners

David J. Minke, Administrator
Clerk to County Board

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

Tuesday, August 2, 2016 - 10:00 a.m.

Pine County History Museum, 6333 H C Andersen Alle, Askov, Minnesota

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

The Pledge of Allegiance was said.

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

Commissioner Hallan moved to approve the Minutes of the July 14, 2016 Emergency Board Meeting. Second by Commissioner Chaffee. Motion carried 5-0.

Commissioner Ludwig moved to approve the Minutes of the July 19, 2016 board meeting and Summary for publication. Second by Commissioner Mohr. Motion carried 5-0.

Commissioner Chaffee moved to approve the Minutes of the July 26, 2016 Special Meeting-Committee of the Whole. Second by Commissioner Hallan. Motion carried 5-0.

Minutes of Boards, Committees and Correspondence

Pine County Land Surveyor Monthly Report – July 2016

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

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

Approve Disbursements Journal Report, July 1, 2016 – July 31, 2016.

Approve temporary liquor license for the Audubon Center of the Northwoods, Sandstone, for an event, August 17-20, 2016.

Approve Resolution 2016-39: 2016 Pine County Tax-Forfeit Land Auction Sales Terms and Conditions; and Resolution 2016-40: 2016 Pine County Tax-Forfeit Land Auction Limited to Adjoining Property Owners Only.

Accept \$250 donation from Dan Bina for the K-9 program.

Approve the Amended and Restated Joint Powers Agreement and Minnesota Counties Computer Cooperative Bylaws.

Approve Resolution 2016-38A Declaring a Local Emergency for Pine County.

Acknowledge the retirement of Assistant Jail Administrator Jeffrey Randall, effective July 22, 2016.

Approve full-time status for Public Health Nurse Sarah Oswald, effective August 8, 2016.

Approve full-time status for Social Worker Andrea Wiener, effective July 21, 2016.

Approve the promotion of Corrections Officer Laurie Brown to Jail Sergeant, effective August 2, 2016, grade B31, step 7, starting wage \$24.14 per hour.

Approve the promotions of part-time Corrections Officers: Derek Johnson, effective August 2, 2016; Rian Bergstad, effective August 2, 2016; Leslie Jones, effective August 3, 2016; Timothy Ottum, effective August 4, 2016; and James Long, effective August 10, 2016 to full-time Corrections Officers. No change in grade or step.

Approve Office Clerk III Kim Kylander to attend the Summer Minnesota Association of Assessment Personnel (MAAP) Conference. Registration fee \$80; Lodging – approximately \$170; Mileage approximately \$73.

Approve County Engineer Mark LeBrun to attend Minnesota Association of Drainage Inspectors Meeting. Total cost \$143.

Approve Social Services Supervisor Beth Jarvis to attend the Minnesota Supervisors Fall Conference. Total cost \$660.

Motion by Commissioner Chaffee to approve Resolution 2014-44 designating a portion of CSAH 61 as the Mike Morrow Memorial Highway. Second by Commissioner Ludwig. Motion carried 5-0.

Motion by Commissioner Ludwig to approve the Memorandum of Understanding with the US Department of Agriculture; Natural Resources Conservation Service to commence a soil survey in Pine County. Second by Commissioner Hallan. Motion carried 5-0.

Motion by Commissioner Ludwig to approve the assessment agreements for the following jurisdictions: Birch Creek Twp., Bruno Twp., Chengwatana Twp., Clover Twp., Crosby Twp., Danforth Twp., Dell Grove Twp., Fleming Twp., Kerrick Twp., Munch Twp., Nickerson Twp., Ogema Twp., Park Twp., Pine Lake Twp., Pokegama Twp., Sturgeon Lake Twp., Windemere Twp., Askov City, Bruno City, Denham City, Finlayson City, Henriette City, Hinckley City, Kerrick City, Pine City, Rutledge City, Sandstone City, Sturgeon Lake City, and Willow River City. Second by Commissioner Hallan. Motion carried 5-0.

Motion by Commissioner Chaffee to approve Resolution 2016-43 designating County Land Services Director as the Project Representative for the implementation of the Pine County Subsurface Sewage Treatment Systems Upgrades Clean Water Partnership Loan and execute the Minnesota Clean Water Partnership Project Implementation Loan Agreement. Second by Commissioner Hallan. Motion carried 5-0.

Motion by Commissioner Ludwig to approve the Cooperative Agreement with Barry Township and authorize County Administrator to sign. Second by Commissioner Chaffee. Motion carried 5-0.

Motion by Commissioner Hallan to approve Resolution 2016-41 and County Veterans Service Office Enhancement Grant and authorize Board Chair and County Administrator to sign. Second by Commissioner Mohr. Motion carried 5-0.

Commissioner Hallan provided an overview of the August 1, 2016 Transportation Committee meeting. Hallan stated discussion was held regarding the county's support of the designation of the U.S. Bicycle Route 41; a resolution reflecting the county's support will be brought before the county board on August 16, 2016. Discussion was held comparing the wheelage tax and a 1/2 % local sales tax. County Engineer Mark LeBrun stated the wheelage tax generates approximately \$266,000 per year, the sales tax would generate approximately \$700,000 per year. The sales tax is project orientated and would span a 10 year period. It was the consensus for the board to schedule this matter for public hearing at the August 16, 2016 regular county board meeting.

With no further business, Chair Rossow adjourned the meeting at 11:11 a.m. The next regular meeting of the county board is scheduled for August 16, 2016 at 10:00 a.m. at the Board Room, Pine County Courthouse, Pine City, Minnesota.

Curtis H. Rossow, Chair
Board of Commissioners

David J. Minke, Administrator
Clerk to County Board

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

2015 Audit:

Auditor Carl Nordquist went through the report of the 2015 Audit. He pointed out various parts of the Basic Financial Statement, including the Independent Auditor's Report, Management's Discussion and Analysis, and Statement of Net Assets. He noted that there are a couple of new items related to pensions, net pension liability, and proportionate share of pension for staff. Reviewed Governmental Funds, Statement of Revenues, Expenditures, Changes in Fund Balances, and Notes to Financial Statements. He explained that the rest of the audit is comparative schedules and breakdowns. Carl then detailed the lay out of the Management Letter report.

Carl explained that all in all, the ECRL is doing well.

M/S/P: unanimous

Kramersmeier/Byrne to approve Auditor's Report.

Bills:

Byrne asked if anyone had questions. Discussed debit card and what it's used for.

Financial Reports:

M/S/P: unanimous

Raisanen/McMahon to accept the May 2016 financial report as presented.

ECRL Administrative Reports

A. Director's Organizational Report

- We now have incident information on the staff page of our website, including the blank incident report forms that staff are to complete if there is an incident. Brief discussion on various incidents that have taken place, including staff and patron incidents (injuries, falls, etc.)
- We received an e-mail from an author asking us to remove a book, a "book challenge". This request has been sent to our attorney to review.
- Misselt handed out 2017 calendars that were provided by the Minnesota Digital Library. The calendar has a picture of ECRL's first book mobile. Sarah Hawkins was present and spoke to the group about a presentation she did at the MDL conference. We connect and share what we're doing through a partnership with MDL. Through this project we get access to better equipment, exposure, etc. Also discussed working with various Historical Societies.

B. Branch Highlights

- Lydon handed out "Play and Learn Space" invitations for an event that will take place at Chisago Library. The event starts at 10:30 a.m. with the unveiling of this new children's area at 11:00 next Wednesday, June 22. This will focus on early literacy skills for preschool.

- We are still interviewing for the Wyoming Branch Librarian position – second interview with top candidate on Friday. Hope to make an offer for the Hinckley Branch Librarian vacancy soon.
- The Summer Reading Program has been very popular. Most branches have limited capacity of people they can accommodate. Tickets for the Summer Reading Kick-off were depleted within just the first day or so. Patrons can go to a different location if they can't make it to their preferred one. First come, first served.

Other Reports

- A. Finance Committee – will use the most recent data on July 1st for the formula basis for developing the budget for ECRL for the following year.

M/S/P: unanimous

Raisanen/Byrne to accept.

- B. Personnel Committee – The Personnel Committee has discussed and recommends starting to administer employee and volunteer background checks. The committee also recommended that the employee background checks not be administered retroactively and will be done only on new employees hired after 9/1/16. The process is already in our policy. Discussion. All volunteers will receive the Bureau of Criminal Apprehension checks but employees will receive the FBI check which is national and will require fingerprinting. The target date for requiring background checks for volunteers is 11/1/16.

M/S/P: unanimous

Kramersmeir/McMahon to accept.

- C. Central Minnesota Libraries Exchange (CMLE): Char Kramersmeier is a representative to this group and reported that the CMLE Director has announced her retirement effective 9/1/16. A search committee has been appointed and Kramersmeier is on the committee. If anyone is interested in participating in the review process, there's more information on the CMLE website.

Old Business

None

New Business

- A. Borrowing Policy: Misselt discussed new/revised borrowing policy, which is endorsed by all Branch Librarians.

M/S/P: unanimous

Jensen/Raisanen to accept.

- B. Step Increases: People who receive step increase on salary scale, generally done first full pay period following July 1. These increases are in the budget. Generally employees have to be here at least six months, have passed the probationary period, and have demonstrated satisfactory job performance to get an increase, unless something else was negotiated upon hire. Two branch assistants were hired in January and February and they would be the only two employees to not be eligible. Request that we allow them to also receive a step increase.

M/S/P: unanimous

McMahon/Byrne to approve salary increases

- C. RLBS and Legacy Applications: Misselt asked for approval for the applications.

M/S/P: unanimous

Mohr/Kruschel to accept.

- D. Approve June Bills

M/S/P: unanimous

McMahon/Lee to accept

Trustee Issues

- A. 2016 Legislative session: There is a hearing tomorrow and a hearing on bonding scheduled next week. Relatively sure it was about more contentious issues and probably has nothing to do with library funds. George asked about \$2,000,000 library bonding money – does it go to the State Library? It is distributed by competitive grants through MDE. Most you can apply for is \$1,000,000. The Minnesota Library Association put together a chart of all libraries that could apply and there is potential for as much as \$17,000,000 in grant applications. Management is sure Cambridge will apply and “we’ll give it all we got.”

Future Agenda Items

- A. July 11th Finance Committee meets here at 9:30 a.m. Commissioners, Treasurer, and one citizen appointee will form the committee of eight to develop our budget.

Next meeting Finance Committee only on Monday, July 11, 2016, 9:30 am in Cambridge. Next full Board Aug 8 in North Branch.

M/S/P: unanimous

McMahon/Jensen to adjourn at 11:30 am.

Barbara Kruschel, Secretary

Sandy Buckingham, Recorder

ECRL Library Board Minutes

Date: Monday, June 13, 2016

Time: 9:30 am

Place: ECRL Headquarters in Cambridge

Present: Board Members: James Raisanen (Aitkin); Richard Byrne (Chisago); George McMahon (Chisago); William Schlumbohm (Chisago); Barbara Kruschel (Isanti); Karen Lee (Isanti); Mike Warring (Isanti); Gene Anderson (Kanabec); Robert Jensen (Kanabec); Rollin Nelson (Kanabec); Charlotte Kramersmeier (Mille Lacs); Barbra Zakrajsek (Mille Lacs); Josh Mohr (filling in for Steve Chaffee, Pine); Judy Scholin (Pine);.

Staff: Barbara Misselt (Director, ECRL); Sandy Buckingham (Human Resources Coordinator, ECRL); Carla Lydon (Assistant Director, ECRL); Shelly Anderson (Administrative and Financial Manager, ECRL).

Absent: Don Niemi (Aitkin); Linda Hommes (Aitkin); Steve Chaffee (Pine); Carol Goddard (Pine); Genny Reynolds (Mille Lacs)

Call to Order:

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

Pledge of Allegiance:

Adopt/Amend Agenda:

Misselt asked that we move up the discussion on the audit to right after approval of the last minutes.

M/S/P: unanimous

Jensen/Kramersmeier to adopt agenda as amended

Oath of Office:

Warring administered the Oath of Office to newest board member Rollin Nelson, Kanabec County.

Period for Public comment:

None

Approval of Previous Minutes:

M/S/P: unanimous

Raisanen/ Kramersmeier to approve minutes as presented.

.PINE COUNTY HRA SENIOR HOUSING

**510 Fifth Street Office
Sandstone, MN 55072
(320) 245-5140
pinehra@ecenet.com**

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

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

The regular meeting of the Pine County HRA Senior Housing Board of Directors was held on June 22, 2016, at the Sandstone Manor. Commissioners of the HRA present were Board Chair Dorothy Stockamp, Cheri Drilling, Greg Kvasnicka, and Jan Oak. Staff members present were Executive Director Janice Gustafson and Resident Manager Richard Soens. Guest Eric Bratvold was present. Commissioner Carl Steffen and Resident Manager Shirley Kroschel were absent and there were no residents present.

1. The meeting was called to order at 2:00 p.m. by Board Chair D. Stockamp and the Pledge of Allegiance was said.
2. Eric Bratvold, Stillwater Investment Management, presented to the HRA Board the status of the HRA's investment with TDAmeritrade.
3. The HRA Board minutes from May 25, 2016, were reviewed by the Board members. A motion was made by J. Oak and was seconded by C. Drilling to accept the minutes. Motion carried: Yeas 4, Nays 0.
4. Resident Manager's Report. R. Soens stated everything was fine at the Sandstone Manor.
5. The monthly financial statements and the investment report were presented by J. Gustafson. A motion was made by G. Kvasnicka and was seconded by Board Chair D. Stockamp to approve the financial statements and the investment report. Motion carried: Yeas 4, Nays 0.
6. Executive Director's Report. The written Executive Director's report was reviewed by Board members.
7. Old Business.
 - a) Vacancies. Move-out notice has been received from a Finlayson Manor resident who is entering the Nursing Home in Moose Lake.

- b) Renovation of the fire damaged apartment (SM #3) is progressing well. Carpet will be installed on July 19, 2016, and the appliances will be delivered on July 25, 2016. At that point, the construction work will be complete.

8. New Business.

- a) J. Gustafson informed the HRA Board of her intent to retire on September 30, 2016. The Board members scheduled a special HRA Board meeting for July 5, 2016, at 2:00 p.m. to discuss plans to replace her—a Management Company versus an Executive Director.
- b) Carpet cleaning of the common areas and of the resident apartments has been scheduled at both Manors.
- c) HUD has scheduled the REAC Building Inspection for August 4, 2016, and Minnesota Housing Finance Agency (MHFA) has scheduled the Management Operating Review (MOR) for August 16, 2016.
- d) The outside compressor for the air conditioner at the Finlayson Manor is nonfunctioning. The unit is 10 years old will be replaced.

- 9. A motion was made by J. Oak and was seconded by C. Drilling to adjourn the meeting at 4:40 p.m. Motion carried: Yeas 4, Nays 0.


Dorothy Stockamp
HRA Board Chair


Janice S. Gustafson
Executive Director

.PINE COUNTY HRA SENIOR HOUSING

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pinehra@ecenet.com**

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

A Special Meeting of the Pine County HRA Senior Housing Board of Directors was held on July 5, 2016, at the Sandstone Manor. Commissioners of the HRA present were Board Chair Dorothy Stockamp, Cheri Drilling, Greg Kvasnicka, Carl Steffen, and Jan Oak. Staff member present was Executive Director Janice Gustafson.

1. The meeting was called to order at 2:00 p.m. by Board Chair D. Stockamp and the Pledge of Allegiance was said.
2. The purpose of this special meeting was to discuss the replacement of J. Gustafson, Executive Director, who will retire on September 30, 2016. The Board discussed two options. One option is to place an employment advertisement in the local papers for an experienced accountant and the second option is to engage the services of a management company.
3. Two of the Board members had recently been involved in the hiring of a professional employee and were familiar with individuals looking for an accounting position. G. Kvasnicka agreed to contact these individuals to see if they were still seeking employment and if they were interested in the HRA position. J. Gustafson agreed to provide an updated listing of the position's job responsibilities that could be provided to the applicants.
4. At the request of J. Gustafson, Minnesota Housing and Finance Agency provided to the HRA a list of Management Companies that specializes in providing services to HUD facilities this area. A motion was made by C. Steffen and was seconded by C. Drilling for D. Stockamp to contact some Management Companies and discuss the HRA position with them.
5. A motion was made by C. Steffen and was seconded by J. Oak to adjourn the meeting at 3:00 p.m. Motion carried: Yeas 5, Nays 0.


Dorothy Stockamp
HRA Board Chair


Janice S. Gustafson
Executive Director

.PINE COUNTY HRA SENIOR HOUSING

510 Fifth Street Office

Sandstone, MN 55072

(320) 245-5140

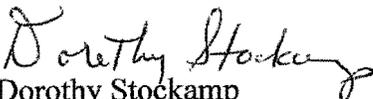
pinehra@ecenet.com

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

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

A Special Meeting of the Pine County HRA Senior Housing Board of Directors was held on July 13, 2016, at the Sandstone Manor. Commissioners of the HRA present were Board Chair Dorothy Stockamp, Cheri Drilling, Greg Kvasnicka, Carl Steffen, and Jan Oak. Also present was Executive Director Janice Gustafson and guest Tammy Gehrke.

1. The meeting was called to order at 2:00 p.m. by Board Chair D. Stockamp and the Pledge of Allegiance was said.
2. The purpose of this special meeting was to meet with Tammy Gehrke, Integrity Property Management, and discuss the possibility of using her management company to perform the duties of the current Executive Director who will be retiring on September 30, 2016.
3. Prior to the meeting, T. Gehrke provided to Board Chair D. Stockamp a generic written management plan. At the meeting, she discussed further the services she would be able to provide to the HRA. T. Gehrke would like to spend at least four hours with J. Gustafson discussing the details of the Executive Director position and then will provide to the HRA a detailed written management plan and the associated management fees.
4. A motion was made by C. Steffen and was seconded by J. Oak to request from Integrity Property Management a detailed management plan. Motion carried: Yeas 5, Nays 0.
5. A motion was made by G. Kvasnicka and was seconded by C. Drilling to adjourn the meeting at 3:20 p.m. Motion carried: Yeas 5, Nays 0.


Dorothy Stockamp
HRA Board Chair


Janice S. Gustafson
Executive Director

**Pine County Chemical Health Coalition
Minutes
August 8, 2016
East Central High School, Sandstone**

Coalition Proposed Mission Statement

The Pine County Chemical Health Coalition exists for citizens to make positive choices to live in healthy communities by preventing the use of alcohol, tobacco, and other drugs

Attendance:

Brian Masterson, Hinckley/Finlayson School
Jerry Olson, Sandstone Citizen
Steph Youngberg, East Central School
Deb Wright, FristLight Health System
Don Faulkner, Sandstone Citizen
Janet Wagener, Willow River School
Terry Fawcett, Pine Co Probation
Joe Newton, Essentia Health
Monica Haglund, Mille Lacs Band
Jenilee Telander, Kanabec Co Community Health
Reese Frederickson, Pine Co Attorney
Commissioner Curt Rossow
Sheriff Jeff Nelson and Chief Deputy Paul Widenstrom, Pine Co Sheriff's Dept
Kathy Filbert, Becky Foss, Bonnie Rediske and Janet Schumacher, Pine Co HHS

Meeting commenced at 3:00 pm by Becky Foss at the East Central High School in Sandstone.

1. **Introductions and Welcome** – introductions were made and Becky Foss, Director of HHS welcomed all members.
2. **Additions/Changes to the Agenda** – *Motion was made by Steph Youngberg and seconded by Sheriff Nelson to approve the agenda as amended. Motion carried.*
3. **Review Minutes of 5/9/16** - *Motion was made by Paul Widenstrom and seconded by Sheriff Nelson to approve the minutes. Motion carried.*
4. **Becky Foss**
 - a. **Update on Deterra Drug Deactivation System**
Becky indicated that the Sheriff's Dept has a few of the large pails and that the small pouches are available at the HHS Dept for members to access.
 - b. **DHS Coalition Grant Activities**
HHS has been very busy working with the State and is greatly appreciative in working with the local partners in East Central and Hinckley/Finlayson Schools on this grant. Interviews with four local applicants are scheduled for Friday, August 12th for the Public Health Educator/Youth Alcohol Prevention Coordinator position.

c. **Upcoming Trainings Available for Members**

As part of the grant, they have made Positive Community Norms training available and Becky encouraged the coalition members to attend – Becky and Bonnie plan to attend and possibly one from each school as well as others. Accommodations for this training are paid for through the grant.

Those interested in attending can let Becky Foss or Janet Schumacher know of their interest. We can all have the same message to build off of from attending this training.

Jenilee spoke of the training she recently attended in Big Sky, MT – it was a good way to learn how to present data to our communities. The P&I Coordinator and one other person will be eligible to attend the future training in Montana.

Becky also shared upcoming training being offered on Substance Abuse Prevention Skills Training and Saving Lives – Innovative Solutions to the Opioid Crisis.

We will be sending in quarterly reports to DHS relating to the P&I Grant.

d. **Fund Balance Report as of June 30, 2016**

- **\$1014.64**– Revenue
- **\$3492.00** – Expenses
- **\$4899.77** - Fund Balance

We will continue to report our Fund Balance as well as being able to offer school grants.

5. **Jamie Root-Larsen – MAPP Coalition (Mille Lacs Area Partners for Prevention Coalition)**

Jamie shared information of a Media Specialist position as outlined in the P&I Grant Activities. The State has latched on to Positive Community Norms and the focus is on the positives and to be able to grow that. Jamie will be able to help out on several items including developing a logo, coalition name, media campaign name, youth group activities as well as name and logo. She spoke very positive of this grant and what a benefit it is to local schools.

She shared a lot of great information on what was done in their area with the development of a youth group, recent surveys sent out, messages to pilot test, etc. They advertised their messages on items such as towels for the athletic dept, basketballs to hand out, stadium seats for sport activities, billboards, radio announcements, posters, restaurant table tents and placemats, etc.

Data will be used going forward on what we all want to go on – we will need belief and buy-in from communities. Each message and where money is spent will require approval from DHS. A lot of times they had two grants going at once. They are very happy they did this, it involves a lot of work but all those involved have expressed encouragement and a lot of support is out there and indicated that we will be very happy that we did this.

6. **Reports from Members**

- **Bonnie Rediske**
Bonnie and others recently attended training on Sexual Exploitation and How to Develop a Team to work on these issues – a local team has been developed and will be referred

to as Pine County North "STARS"- Sex Trafficking Awareness Response Services. Meetings will be monthly and discussion will be around high risk cases – Pine Co is a hot spot for this problem. PAVSA has been invited to a seminar in August and she encouraged members to attend – they hope to highlight risk factors and other issues in our county

- Child Sex Trafficking & Sexual Exploitation Seminar
- Hinckley High School Auditorium
- August 24, 2016
- Two sessions options:
 - 8:00 am – 12:00 pm
 - Or
 - 12:30 pm – 4:30 pm
 - Training is free
 - RSVP at childprotectionintake@co.pine.mn.us by **August 19, 2016**

- **Steph Youngberg**

It has been quiet this summer other than the loss of two more students – EC Schools has lost four students in 1 ½ years. They continue to work on keeping their kids safe and appreciate the help they get from their community.

- **Kathy Filbert**

Kathy is very excited to be working as CHS Manager/Public Health Supervisor in Family Health and also working with the SHIP grant. We will be able to have store audits in the area, etc. Hailey Freedlund, Public Health Educator has spent some time with the schools in providing great information – she will continue to be accessible to the local schools.

- **Sheriff Jeff Nelson**

Received grant funds for another bin for prescription drug drop off – this one will be located behind locked doors in Sandstone and only accessible during business hours. Hope to work on alcohol compliance checks with funds awarded each school as well as the continuation of collecting unwanted pills.

- **Deb Wright**

FirstLight Health System has been awarded an Integrated Behavioral Health Grant to be used for patients with mental health issues and substance abuse. This ties in with needs of the community and will be a focus for the next three years. Efforts will be made to prevent substance abuse and better care and coordination of patients with these issues.

Will donate \$1000 to schools from recent "Color My 5K Run/Walk". Employee wellness at FirstLight is good to have accessible for mental health and substance abuse issues as well to keep employees healthy.

- **Joe Newton**

Continue with increase in ambulance calls and more and more mental health issues and substance abuse as well. New trend is on sneaky types of behavior. Often times patients will need other resources as a way to help them rather than ambulance service. Passionate about recidivism and getting people on the right path.

- **Paul Widenstrom**
Talked of situations where people are now mixing energy drinks/meth – experimenting in their own way to get their high.
- **Janet Wagener**
A lot of changes in Administration at Willow River Schools – recently hired a Superintendent and High School & Elementary Principals. Pine Area Lions will be doing a fun run in October along with the Suicide Prevention Group. The 5K in May was a success – about 150 participants and raised over \$1000.
- **Monica Haglund**
Recently had a couple of good conferences – Circle of Healing & Strength as well as education for community members about mental health, opioids, motivational speaker, and culture. Will do follow up on drugs in the community and figure out solutions. It seems people try to get high on whatever they can get as they do not seem to be able to cope with their personal lives unless they are high on something.

Becky expressed appreciation to the Band for their support and work on grant funds for young pregnant moms.
- **Terry Fawcett**
Will host Pine Co LEAD program this Saturday, Aug 13th. MADD will also attend. Working on adding another level of care this year – another resource in the county for the same type of people.
- **Don Faulkner**
A good show on 60 Minutes recently on opioids/abuse/overdoses by teens – parents of those that have committed suicide spoke.
- **Jenilee Telander**
Encouraged attendance at upcoming trainings.
- **Reese Frederickson**
Several people were sent to prison on this date. He had recently spoken with Jenifer Rancour and about Pine Technical & Community College partnering with this group.
- **Becky Foss**
Becky expressed her appreciation and excitement to have Kathy Filbert on staff as well as upcoming activities that we will be able to provide.

Watch for emails on times and locations of future meetings. First time attendance at meetings at East Central School will require driver's license.

NEXT MEETING DATE:

MONDAY, SEPTEMBER 12TH @ 3:00 PM
LOCATION TO BE DETERMINED

Meeting adjourned at 4:00 pm. Minutes prepared by Janet Schumacher
 \PCCHC\Minutes\2016\August 8 min.doc



AGENDA REQUEST FORM

Date of Meeting: August 16, 2016

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

Agenda Item: July, 2016 Cash Balance

Department: Auditor-Treasurer

Cathy Clement
Department Head signature

Background information on Item:

July, 2016 Cash Balance

Action Requested:

Financial Impact:

TREASURER'S CASH TRIAL BALANCE COMPARISON

FUND	July 31, 2015 BALANCE	July 31, 2016 BALANCE	DIFFERENCE
1 - GENERAL	4,544,272.72	5,157,997.30	613,724.58
12 - H&HS	508,469.89	779,109.60	270,639.71
13 - ROAD & BRIDGE	3,748,269.70	4,637,767.20	889,497.50
22 - LAND	1,459,753.75	1,435,208.89	(24,544.86)
TOTAL (incl non-major funds)	\$11,472,838.26	\$13,582,433.60	2,109,595.34

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

TREASURER'S CASH TRIAL BALANCE

As of 07/2016



<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
1 General Revenue Fund	5,428,957.68			
Receipts		1,371,127.58	3,774,578.86	
Disbursements		695,652.28-	3,806,165.96-	
Payroll		854,027.71-	6,082,240.92-	
Journal Entries		673,569.85	5,842,867.64	
Fund Total		495,017.44	270,960.38-	5,157,997.30
12 Health & Human Services	420	H&Hs-Income Maintenance		
	2,204,154.92			
Receipts		54,937.90	902,380.89	
Disbursements		60,612.08-	443,051.98-	
Payroll		158,724.26-	1,253,473.70-	
Journal Entries		64,368.34	756,079.67	
Dept Total		100,030.10-	38,065.12-	2,166,089.80
12 Health & Human Services	430	H&Hs-Social Services		
	1,766,235.44-			
Receipts		449,782.66	1,432,552.18	
Disbursements		25,734.40-	188,304.23-	
SSIS		228,014.76-	1,214,327.80-	
Payroll		172,445.58-	1,344,020.80-	
Journal Entries		57,764.09	1,551,541.92	
Dept Total		81,352.01	237,441.27	1,528,794.17-
12 Health & Human Services	440	Childrens Collaborative (H&Hs)		
	0.00			
Dept Total		0.00	0.00	0.00
12 Health & Human Services	481	Nursing-Community Health (H&Hs)		
	235,637.76			
Receipts		52,084.12	711,365.91	
Disbursements		203,229.30-	471,244.63-	
Payroll		88,918.74-	612,251.47-	
Journal Entries		0.00	208,605.11	

HHS-
779,109.60

CATHYJ
8/9/16 5:35PM

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

TREASURER'S CASH TRIAL BALANCE

As of 07/2016



<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
Dept Total		240,063.92-	163,525.08-	72,112.68
Fund Total	673,557.24	258,742.01-	35,851.07	709,408.31
13 Road & Bridge Fund	1,220,273.91			
Receipts		2,663,861.80	5,766,878.81	
Disbursements		490,243.23-	2,097,118.10-	
Payroll		167,723.96-	1,259,133.37-	
Journal Entries		1,771.00-	1,006,865.95	
Fund Total		2,004,123.61	3,417,493.29	4,637,767.20
14 Ditch Maintenance (Sr) Fund	10,770.48			
Fund Total		0.00	0.00	10,770.48
20 County-Wide Rehab (Sr) Fund	189.37			
Receipts		0.00	0.01	
Journal Entries		0.00	0.01	
Fund Total		0.00	0.02	189.39
22 Land Management Fund	958,116.10			
Receipts		69,379.00	608,691.68	
Disbursements		460.70-	11,285.24-	
Payroll		8,204.13-	64,328.73-	
Journal Entries		29,414.06	55,984.92-	
Fund Total		90,128.23	477,092.79	1,435,208.89
29 Children's Collab (H&Hs) Agency Fund	440	Childrens Collaborative (H&Hs)		
Receipts	11,409.93	0.00	50,612.00	

CATHYJ
8/9/16 5:35PM

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

TREASURER'S CASH TRIAL BALANCE

As of 07/2016



<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
Disbursements		0.00	61,037.99-	
Journal Entries		0.00	26.39	
Dept Total		0.00	10,399.60-	1,010.33
Fund Total	11,409.93	0.00	10,399.60-	1,010.33
37 County Railroad Authority	5,791.19			
Disbursements		0.00	27.78-	
Fund Total		0.00	27.78-	5,763.41
38 Building Fund	86,750.49			
Disbursements		6,185.00-	13,703.55-	
Journal Entries		0.00	43,807.07	
Fund Total		6,185.00-	30,103.52	116,854.01
39 2005A G.O. Jail Bonds	1,079,082.29			
Disbursements		229,525.00-	1,146,405.63-	
Journal Entries		0.00	684,225.62	
Fund Total		229,525.00-	462,180.01-	616,902.28
40 2012 G.O. Courthouse Bonds	906,029.37			
Receipts		0.00	5.02	
Disbursements		184,700.00-	943,325.00-	
Journal Entries		0.00	580,185.45	
Fund Total		184,700.00-	363,134.53-	542,894.84
43 Equipment Fund	0.00			
Journal Entries		0.00	67,088.53	

CATHYJ
8/9/16 5:35PM

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



TREASURER'S CASH TRIAL BALANCE

As of 07/2016

<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
Fund Total		0.00	67,088.53	67,088.53
76 Group Health Ins Fund 5/1/95 (Gen)	642,284.17-			
Receipts		306,695.09	2,103,865.42	
Disbursements		303,785.33-	2,243,847.56-	
Journal Entries		5,415.15	39,346.05	
Fund Total		8,324.91	100,636.09-	742,920.26-
80 County Collections Agency Fund	21,979.64			
Receipts		13,856.34	553,942.49	
Disbursements		11,827.00-	554,833.34-	
Journal Entries		0.00	160.10	
Fund Total		2,029.34	730.75-	21,248.89
82 Taxes And Penalties Agency Fund	1,860,927.42			
Receipts		1,078,101.02	21,887,071.14	
Disbursements		5,228,106.60-	12,722,767.01-	
Journal Entries		707,191.54-	10,224,387.22-	
Fund Total		4,857,197.12-	1,060,083.09-	800,844.33
84 East Central Drug Task Force Agency Fur	98,198.03			
Receipts		29,756.47	103,740.44	
Disbursements		192.00-	69,223.76-	
Fund Total		29,564.47	34,516.68	132,714.71
89 H & Hs Collections Agency Fund		801 Non-Departmental		
	78,568.42			
Receipts		126,111.60	576,016.61	
Disbursements		25.00-	100,834.53-	

CATHYJ
8/9/16 5:35PM

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

TREASURER'S CASH TRIAL BALANCE

As of 07/2016



<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
Journal Entries		122,132.43-	485,059.54-	
Dept Total		3,954.17	9,877.46-	68,690.96
Fund Total	78,568.42	3,954.17	9,877.46-	68,690.96
All Funds	11,798,317.39			
Receipts		6,215,693.58	38,471,701.46	
Disbursements		7,440,277.92-	24,873,176.29-	
SSIS		228,014.76-	1,214,327.80-	
Payroll		1,450,044.38-	10,615,448.99-	
Journal Entries		563.48-	15,367.83	
Total		2,903,206.96-	1,784,116.21	13,582,433.60



AGENDA REQUEST FORM

Date of Meeting: AUGUST 16, 2016

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

Agenda Item: LIQUOR LICENSES

Department: Auditor-Treasurer

Cathy Chmura
Department Head signature

Background information on Item:

APPROVAL OF ON/OFF/SUNDAY LIQUOR LICENSES FOR 9/1/16-8/31/17

SEE THE ATTACHED LIST

ALL SUBJECT TO MEETING ALL REQUIREMENTS

Action Requested:

Financial Impact:

LIQUOR LICENSE APPLICANTS

8/02/16

Pine County, MN 55063

Wings North 19379 Homestead Rd Pine City, MN 55063	On Sale and Sunday
Tanks Tavern-Cloverdale 39109 State Hwy 48 Hinckley, MN 55037	On Sale, Off Sale & Sunday
Nickerson Bar & Motel 94430 Main ST Nickerson, MN 55749	On Sale, Off Sale & Sunday
Marathon of Beroun 18648 Beroun Crossing Pine City, MN 55063	Off Sale Only
Pine City Country Club 10413 Golf Course Rd SW Pine City, MN 55063	On Sale & Sunday
West Beroun Liquor, LLC 18070 Beroun Crossing Rd Pine City, MN 55063	Off Sale Only
Vannelli's Landing, INC 13646 Muffies Lane Grasston, MN 555030	On Sale, Off Sale & Sunday
Doc's Sports Bar & Grill 34427 Majestic Pine Dr Sturgeon Lake, MN 55783	On Sale, Off Sale & Sunday
Chengwatana Country Club, LLC 29410 Beroun Crossing Pine City, MN 55063	On Sale, Off Sale & Sunday

Moose Lake Golf Club
35311 Parkview Drive
Sturgeon Lake, MN 55783

On Sale & Sunday

The Tavern in Duquette
88159 State Hwy 23
Kerrick, MN 55756

On Sale, Off Sale & Sunday

Countryside Campground
56283 Beaver Tail Rd
Askov, MN 55704

On Sale, Off Sale and Sunday

Half Way Home Saloon
60684 State Hwy 23
Finlayson, MN 55735

On Sale, Off Sale and Sunday

Floppie Crappie Lakeside Pub
10762 Lakeview Shore Drive
Pine City, MN 55063

On Sale, Off Sale and Sunday



AGENDA REQUEST FORM

Date of Meeting: August 16, 2016

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

Agenda Item: Repurchase of Forfeited Land

Department: Auditor-Treasurer

Cathy Clemons
Department Head signature

Background information on Item:

Resolution for repurchase of tax forfeited land on a 10 year contract for Beulah Webster

Action Requested:

Approve Resolution

Financial Impact:

None

RESOLUTION 2016-45

WHEREAS, Beulah Webster, 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:

All that part of Government Lot Four (4), Section Eighteen (18), Township Forty-three (43), Range Twenty-one (21) that lies within the Northeast one-quarter (NE1/4) of the Southwest one-quarter (SW1/4) of said Section 18 except that part thereof heretofore conveyed by the said Sophie Huibsch to Laura Claiborne, particularly described in Warranty Deed dated August 12, 1926, recorded in the Office of the County Recorder in and for Pine County, Minnesota September 30th, 1931, in Book 80 of Deeds, page 436. Parcel 27.0244.000

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 Beulah Webster, for the repurchase of the above described parcel of tax forfeited land be and the same is hereby granted and the County Auditor is hereby authorized and directed to permit such repurchase according to the provisions of Minnesota Statutes 1945, Section 282.241, as amended.

Dated at Pine City, Minnesota, this 16th day in August, 2016.

Attest:

Chairman, Board of County Commissioners
Pine County, Minnesota

County Auditor



AGENDA REQUEST FORM

Date of Meeting: August 16, 2016

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

Agenda Item: Repurchase of Forfeited Land

Department: Auditor-Treasurer

Cathy Clemons
Department Head signature

Background information on Item:

Resolution for repurchase of tax forfeited land on a 10 year contract for Gilbert and Patricia Terry

Action Requested:

Approve Resolution

Financial Impact:

None

RESOLUTION 2016-46

WHEREAS, Gilbert Terry and Patricia Terry, 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:

North Three Hundred (300) feet of the South Half of the Northeast Quarter of the Southeast Quarter, Section Six (6), Township Thirty-nine (39), Range Twenty-two (22). Subject to Trunk Highway 107 over the Easterly portion thereof.
Parcel #28.0560.000

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 Gilbert Terry and Patricia Terry, for the repurchase of the above described parcel of tax forfeited land be and the same is hereby granted and the County Auditor is hereby authorized and directed to permit such repurchase according to the provisions of Minnesota Statutes 1945, Section 282.241, as amended.

Dated at Pine City, Minnesota, this 16th day in August, 2016.

Attest:

Chairman, Board of County Commissioners
Pine County, Minnesota

County Auditor



AGENDA REQUEST FORM

Date of Meeting: August 16, 2016

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

Agenda Item: Application for Repurchase in Full

Department: Auditor-Treasurer

Cathy Clemons
Department Head signature

Background information on Item:

Resolution
~~Application~~ for Repurchase by the Mille Lacs Band of Ojibwe Housing Department, the former mortgagee, for PID 40.5376.000 in full.

Action Requested:

Approval

Financial Impact:

None



AGENDA REQUEST FORM

Date of Meeting: August 16, 2016

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

Agenda Item: Pine County Election Emergency Plan

Department: Auditor-Treasurer

Cathy Clummet
Department Head signature

Background information on Item:

On May 20, 2016, the legislature passed a law requiring that counties create a local elections emergency plan (2016 Minn. Laws, Ch. 161, Art. 3, Sec. 3). The Office of the Secretary of State provided a template necessary to meet the new requirements. In essence, it provides a chain of command and communication in the event of an emergency relating to an event that occurs on an election day whether it is a county-wide event or local, polling place event.

Action Requested:

Approval of the Pine County Election Emergency Plan

Financial Impact:

None

PINE COUNTY

ELECTION EMERGENCY PLAN

Adopted: August 16, 2016

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Each municipality within the County has identified successor for the top election position within the municipality, and additional successors as appropriate. The chief election official for each municipality is responsible for ensuring orders of succession are up-to-date and communicated to the Pine County Auditor-Treasurer. See attached Exhibit A for a listing of the current top election officials for each municipality. This list shall be updated from time to time as necessary and shall not require formal revision of this Plan. 2

Alternative Worksite for County Offices..... 2

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Exhibit A - Municipal Election Leads

Introduction

Nothing must interfere with the right of voters to vote free of undue delay or inconvenience. The purpose of this election emergency plan is to ensure that, in the event of an emergency impacting the election, the essential functions of an election continue. The goal is to minimize the impact on the public, and to maintain the integrity and accuracy of elections in the event of an emergency.

This election emergency plan applies to all staff within the Pine County's Election Division, and should be used as a guide by all jurisdictions conducting elections within Pine County. This plan should be distributed to all municipalities within Pine County that are responsible for election operations. This plan should operate in conjunction, but does not supersede, Pine County's or the encompassed municipalities' governing Continuity of Operations Plan.

County and Municipal Election Leads Order of Succession

In the event an incumbent elections administrator is incapable or unavailable to fulfill essential duties, successors have been identified to ensure there is no lapse in essential decision-making authority. The Pine County Elections Division has identified successors for key election officials within Pine County.

The Auditor-Treasurer and Chief Deputy Auditor are responsible for the Elections Emergency Plan. If an event occurs that may warrant the use of the Elections Emergency Plan, it is the duty of the elections staff at the County and at the municipal level to communicate with the Auditor. If the Auditor cannot be reached, the Chief Deputy should be contacted. The following table shows the Pine County Elections Division order of succession.

	Position	Successors
Name	Cathy J. Clemmer	Terry Lovgren
Title	Auditor-Treasurer	Chief Deputy Auditor
Office Phone	320-591-1668	320-591-1666
Land Line Home	N/A	N/A
Mobile Phone	320-217-3353	320-591-0210
Work Email	Cathy.clemmer@co.pine.mn.us	Terry.lovgren@co.pine.mn.us

	Position	Successors
Name	Terry Lovgren	Melissa Berg
Title	Chief Deputy Auditor	Chief Deputy Auditor-Treasurer
Office Phone	320-591-1666	320-591-1669
Land Line Home	N/A	N/A
Mobile Phone	320-591-0210	612-229-1671
Work Email	Terry.lovgren@co.pine.mn.us	Melissa.berg@co.pine.mn.us

Each municipality within the County has identified successor for the top election position within the municipality, and additional successors as appropriate. The chief election official for each municipality is responsible for ensuring orders of succession are up-to-date and communicated to the Pine County Auditor-Treasurer. See attached Exhibit A for a listing of the current top election officials for each municipality. This list shall be updated from time to time as necessary and shall not require formal revision of this Plan.

Alternative Worksite for County Offices

If an emergency impacts the Pine County Courthouse on Election Day or during the absentee voting period, all reasonable efforts will be made to restore the functionality of the facility. The County Auditor-Treasurer will assess the functionality and, if it is determined that the facility cannot be restored to functionality in a reasonable time period, will move County elections operations to the Pine County Public Works/Highway Building, 405 Airport Road NE, Pine City.

If County in-person absentee voting is moved to the alternative facility, the County will:

- Follow the notification procedures for polling place relocation, described below;
- Notify the Secretary of State of the new static IP address for the purposes of connecting to SVRS;
- Work with county IT staff to re-direct phone, email, and fax communications to the alternative facility; and
- Work with USPS, UPS, FedEx, and other package delivery services to ensure delivery of absentee materials to the alternative facility or arrange for collection of absentee materials.

Polling Place Relocation – Prior to Election Day

If an emergency makes a polling place inoperable prior to election day, the governing election official must determine if the polling place can be made operable by election day. All reasonable efforts must be made to restore the originally designated polling place. If the governing election official determines that the originally designated polling location cannot be restored, the governing election official may change or consolidate the polling location.

Steps	Checklist for Relocation of a Polling Place Prior to Election Day	Resources
1 <input type="checkbox"/>	Determine that the originally designated polling location cannot be made operational by election day	
2 <input type="checkbox"/>	Identify an alternative polling location as near to the designated polling location as possible. <ul style="list-style-type: none"> <input type="checkbox"/> The new polling location must meet the polling place requirement of M.S. 204B.16, including the requirement that the polling place meet all accessibility provisions for voters with disabilities <input type="checkbox"/> Preference must be given to alternative polling locations within the precinct <input type="checkbox"/> If a new polling location cannot be identified within the precinct, a polling location outside of the precinct may be chosen or the governing municipality can choose to combine the polling place with another polling place outside the precinct 	
3 <input type="checkbox"/>	Immediately notify the county auditor and secretary of state of the need to relocate a polling place and the new polling place location <ul style="list-style-type: none"> <input type="checkbox"/> The notification must include (1) the reason for the relocation, (2) the new polling place location, and (3) an explanation for why the new location was chosen 	Elections Staff Contact List

<p>4 <input type="checkbox"/></p>	<p>Immediately notify the public of the reason for the need to relocate the polling place and the new polling place location. Notification must be given, at minimum:</p> <ul style="list-style-type: none"> <input type="checkbox"/> On the website of the governing municipality (if applicable); <input type="checkbox"/> On the county website; <input type="checkbox"/> Through the pollfinder by updating the information in the Statewide Voter Registration System; <input type="checkbox"/> On the location for all official notices within the governing municipality; <input type="checkbox"/> To election judges within the municipality; and <input type="checkbox"/> To local media outlets with a request that the media publically announce the relocation and the reason for the relocation. 	<p>Media and Public Communications Contact List</p>
<p>4 <input type="checkbox"/></p>	<p>On Election Day, the governing election official must also post at the originally designated polling place a notice in large print and in conspicuous locations a sign notifying potential voters of the new polling place location.</p> <ul style="list-style-type: none"> <input type="checkbox"/> If it is not possible to post this notice due to hazardous conditions, this requirement may be waived. <input type="checkbox"/> Multiple postings may be required, and must be visible from a vehicle to accommodate those voters that would otherwise vote from a vehicle. 	

Polling Place Relocation – On Election Day

In the case of an emergency impacting a polling place on election day, election judges should follow the Polling Place Emergency Procedures in the Appendix of this plan. The election judges will work with the governing election official to determine if the polling place can be returned to operation. If the governing election official determines that the originally designated polling location cannot be restored, the governing election official may either change or consolidate the polling location.

Steps	Checklist for Polling Place Relocation on Election Day	Resources
1 <input type="checkbox"/>	The governing election official must make a determination that the originally designated polling location cannot be made operational.	Polling Place Emergency Procedures
2 <input type="checkbox"/>	<p>The governing election official must identify an alternative polling location as near to the designated polling location as possible.</p> <ul style="list-style-type: none"> <input type="checkbox"/> The new polling location must meet the polling place requirement of M.S. 204B.16, including the requirement that the polling place meet all accessibility provisions for voters with disabilities <input type="checkbox"/> Preference must be given to alternative polling locations within the precinct <input type="checkbox"/> If a new polling location cannot be identified within the precinct, a polling location outside of the precinct may be chosen or the governing municipality can choose to combine the polling place with another polling place outside the precinct 	
3 <input type="checkbox"/>	<p>Immediately notify the county auditor and secretary of state of the need to relocate a polling place and the new polling place location</p> <ul style="list-style-type: none"> <input type="checkbox"/> The notification must include (1) the reason for the relocation, (2) the new polling place location, and (3) an explanation for why the new location was chosen 	Elections Staff Contact List

<p>4 <input type="checkbox"/></p>	<p>Immediately notify the public of the reason for the need to relocate the polling place and the new polling place location. Notification must be given, at minimum:</p> <ul style="list-style-type: none"> <input type="checkbox"/> On the website of the governing municipality (if applicable); <input type="checkbox"/> On the county website; <input type="checkbox"/> Through the pollfinder by updating the information in the Statewide Voter Registration System; <input type="checkbox"/> On the location for all official notices within the governing municipality; <input type="checkbox"/> To election judges within the municipality; and <input type="checkbox"/> To local media outlets with a request that the media publically announce the relocation and the reason for the relocation. 	<p>Media and Public Communications Contact List</p>
<p>5 <input type="checkbox"/></p>	<p>Post at the originally designated polling place a notice in large print and in conspicuous locations a sign notifying potential voters of the new polling place location.</p> <ul style="list-style-type: none"> <input type="checkbox"/> If it is not possible to post this notice due to hazardous conditions, this requirement may be waived. <input type="checkbox"/> Multiple postings may be required, and must be visible from a vehicle to accommodate those voters that would otherwise vote from a vehicle. 	
<p>6 <input type="checkbox"/></p>	<p>The chief local election official must determine if extension of polling place hours by one hour is necessary to accommodate voters that would have been in line at the original polling location.</p> <p>If polling place hours are extended by one hour, the chief local election official must notify the following of the extension:</p> <ul style="list-style-type: none"> <input type="checkbox"/> County Auditor; <input type="checkbox"/> Secretary of State; <input type="checkbox"/> Election judges within the municipality; and <input type="checkbox"/> All local media outlets. 	<p>Elections Staff Contact List</p> <p>Communications Contact List</p>

APPENDIX

Pine County Elections Staff Contacts

Leadership Team

Name & Title	Contact Information	
Cathy J. Clemmer Auditor-Treasurer	Office Phone	320-591-1668
	Land Line Home	N/A
	Mobile Phone	320-217-3353
	Work Email	Cathy.clemmer@co.pine.mn.us
	Personal Email	Cathy.j.clemmer@gmail.com
Terry Lovgren Chief Deputy Auditor	Office Phone	320-591-1666
	Land Line Home	320-384-6890
	Mobile Phone	320-591-0210
	Work Email	Terry.lovgren@co.pine.mn.us
	Personal Email	terrylovgren@gmail.com
Melissa Berg Chief Deputy Auditor- Treasurer	Office Phone	320-591-1669
	Land Line Home	N/A
	Mobile Phone	612-229-1671
	Work Email	Melissa.berg@co.pine.mn.us
	Personal Email	Skogs1313@yahoo.com

Secretary of State

	Contact Information	
General Information, Office of the Secretary of State	Main Elections Admin. Line Toll Free Election Admin Line Election Admin. Email Voter Information Line	(651) 215-1440 1 (877) 600-8683 elections.dept@state.mn.us 1 (877) 600 - VOTE
Gary Poser, Director of Elections	Office Phone Email	(651) 556-0612 gary.poser@state.mn.us

Support and Vendor Contact Information

Support

Name & Title	Contact Information	
County Administrator	Office Phone Email	320-591-1621 David.minke@co.pine.mn.us
Jeff Nelson County Emergency Manager Director	Office Phone Department Phone Mobile Phone Email	320-629-8380 Jeffrey.nelson@co.pine.mn.us
Reese Frederickson County Attorney	Office Phone Email	320-591-1565 Reese.frederickson@co.pine.mn.us
Jeff Nelson Sheriff's Office	Office Phone Email	320-629-8380 Jeffrey.nelson@co.pine.mn.us
Ryan Findell County IT Director	Office Phone Department Phone Mobile Phone Email	320-591-1702 320-591-1700 320-591-0032 Ryan.findell@co.pine.mn.us

Name & Title	Contact Information	
Denise Snyder Kanabec County Auditor- Treasurer Neighboring County Elections Director	Office Phone	320-679-6430
	Email	Denise.snyder@co.kanabec.mn.us
Paul Gassert Carlton County Auditor- Treasurer Neighboring County Elections Director	Office Phone	218-384-9127
	Email	Paul.gassert@co.carlton.mn.us

Vendors

Name & Title	Contact Information	
Doug Sunde V.P. Election Services SeaChange	Office Phone	763-586-3751
	Email	Doug.Sunde@seachangemn.com
Election Systems and Software	Office Phone	800-247-8683
	Email	

Utilities and Public Works

Name & Title	Contact Information	
Mark LeBrun County Public Works Director	Office Phone	320-216-4203
	Department Phone	320-216-4200
	Email	Mark.lebrun@co.pine.mn.us
East Central Energy Electricity Company	Office Phone	800-254-7944
	Email	

Name & Title	Contact Information	
Minnesota Energy Natural Gas Company	Office Phone Email	800-889-9508

Media and Public Communications Contacts

Media Contact List

Name & Title	Contact Information	
Pine City Pioneer	Office Phone Fax Email	320-629-6771
Pine County Courier	Office Phone Fax Email	320-245-2368
WCMP – Radio	Office Phone Fax Email	320-629-7575
KBEK – Radio	Office Phone Fax Email	320-679-6955
WCCO Television	Office Phone Fax Email	612-330-2509 Tips@wcco.com
KSTP Television	Office Phone Fax Email	651-642-4412 Newsreply@kstp.com

County and Municipality Communications Contact

Name & Title <i>Media Platforms</i>	Contact Information	
Ryan Findell – IT Supervisor County Communications Lead – webpage, email blasts	Office Phone	320-591-1702
	Cell	320-591-0032
	Email	Ryan.findell@co.pine.mn.us

Election Judge Polling Place Emergency Procedures

Emergency Evacuation of the Polling Location

If a fire, a weather emergency, power outage, or another type of emergency occurs during voting hours, take steps to protect yourself and the other people in the polling place. Familiarize yourself with evacuation plans for the polling place. Do not worry about election supplies until after everyone in the polling place is safe.

If the polling place must be left unattended due to a catastrophic emergency (tornado, fire, bomb threat, other situations when Election Judges may be ordered to leave premises), use the following procedures.

STAY CALM

If time permits, and your safety is not jeopardized, follow these steps before you leave the polling place:

1. Choose a location to meet outside; designate Election Judges to assist voters exiting the poll.
2. Record the public count from the Ballot Counter and the time on the cover of the polling place roster.
 - a. Remove the M100 PCMCIA Program Card from the Ballot Counter.
 - b. Use the barrel key to unlock the memory stick compartment.
 - c. Hold down the Power button,
 - d. The Power button will immediately turn light red.
 - e. After about a minute the button will turn deep red.
 - f. Release the Power button and it will turn white.
3. Snip the tabulator lock wire and remove the PCMCIA Program Card.
4. Secure blank, non-voted ballots in the Automark case.
5. Keep voted ballots locked in the Ballot Box

6. If you have any uncounted ballots in the auxiliary compartment, use any available return envelope (i.e. Duplicate Ballot Envelope, Election Day Registration Envelope) and mark the envelope as containing 'Voted and Uncounted Ballots'.
7. If possible, take the following items with you:
 - a. Polling place Rosters (Registered Voters Roster and New Registrants Roster)
 - b. Completed Voter Registration Applications
 - c. M100 PCMCIA Program Card (if able to complete step 3)
 - d. Exit the polling place and account for all members of your election team.
 - e. As soon as you are in a secure location, call your local election official for further instructions about the voting process.

If The Polling Place Can Be Reopened:

1. Resume voting by using the auxiliary compartment of the Ballot Counter.
2. Call your local election official to advise that the polling place has reopened.
3. Support staff will be sent to re-install the M100 PCMCIA Program Card and assist in reestablishing normal operations.
4. **DO NOT KEEP VOTERS WAITING** while you restore the functionality of the ballot counter.
 - a. Immediately open the auxiliary compartment slot of the ballot box. This slot lets voters drop their ballot into the locked ballot box without being counted by the machine.
 - b. If needed, explain to voters that once the ballot counter is operating election judges will process them through the ballot counter.
 - c. Voters may use the ballot marking device to verify their ballot has no voter errors before placing it in the auxiliary compartment.
 - d. After the machine is operating again, two judges should remove the ballots from the auxiliary compartment and feed them into the ballot counter.
5. Record events on the Incident Log.

If The Polling Place Cannot Be Reopened:

Contact your local election official if your polling place is unusable. Your local election official will help you determine if you need to move to a new polling place, and will assist in identifying a new polling place location. Follow the local election official's instructions regarding moving polling places and notification that must be posted to inform voters of the change in polling locations.

Emergencies Requiring Police, Fire, or Medical Response (911)

Call 911 for any problem or situation requiring a response from police, fire, or medical personnel. If you are using facility phones, verify ahead of time whether an access code is necessary to connect to an outside phone line.

When calling 911 to report a problem or situation requiring an emergency response:

1. Identify yourself as an Election Judge and give your precinct name.
2. State the name and address of the polling place building and the specific location inside the building where the problem is located.
3. Explain the circumstances to the 911 operator and accurately describe the situation. The more accurately you can describe the situation, the better for the 911 dispatcher to be able to make a determination about what type of response is required.
4. After calling 911, call your local election official.
5. Explain the situation and the appropriate staff will be sent to assist you.
6. Record the situation on the Incident Log noting:
 - a. Time of incident
 - b. Type of problem
 - c. Name of individual(s) involved if known
 - d. Brief physical description of individual(s) involved
 - e. Brief description of the incident
7. Contact your local elections official when the situation is resolved.
8. Record the time and resolution of the situation on the Incident Log.

EXHIBIT A

Municipal Election Leads

CITIES

Askov	Misi Gangl	320-838-3616
Brook Park	Becky Conyers	320-679-1355
Bruno	Jeanette Swenson	320-838-3585
Denham	Denise Skog	218-380-0600
Finlayson	Allan Brigan	320-233-6472
Henriette	Janice Koenig	320-224-6405
Hinckley	Kyle Morell	320-384-7491
Kerrick	Deb Stadin	218-496-5547
Pine City	Lisa Dunbar	320-629-2575
Rock Creek	Sandy Pangerl	320-629-2736
Rutledge	Lynette Hischer	218-380-2970
Sandstone	Jessica Seibert	320-245-5241
Sturgeon Lake	Allen Delzer	218-372-3391
Willow River	Diane Nelson	218-372-3733

TOWNSHIPS

Arlone	Sue Wiczorek	320-384-6246
Arna	Cheryl Wickham	320-242-3409
Barry	Gail Brennan	612-390-2679
Birch Creek	Faith Peterson	218-658-4801
Bremen	Dawn Anderson	320-279-0229
Brook Park	Kelly Johnson	612-390-1275
Bruno	Karen Dracy	763-478-7761
Chengwatana	Katy Overtom	320-629-2208
Clover	Sandra Nelson	320-384-7266
Crosby	Gigi Everett	320-384-0039

Danforth	Paula Stadin	320-245-5245
Dell Grove	Janet Foss	320-245-2177
Finlayson	Mary Nelson	612-382-2413
Fleming	Dan Nelson	320-384-7266
Hinckley	Paul Marudas	320-384-6820
Kerrick	JoAnn Alexander	218-721-2828
Kettle River	Tiffany Nikko	218-380-2679
Mission Creek	Stacy Hancock	320-279-1649
Munch	Charm Dreier	320-591-0665
New Dosey	Fran Levings	320-242-3933
Nickerson	Jessica Johnson	218-496-0316
Norman	Mary Jo Jensen	320-838-3557
Ogema	Robert Sunstrom	320-655-4430
Park	Greg Kvasnicka	218-496-5552
Partridge	Anne Stitt	320-838-3878
Pine City	Tammy Carlson	651-621-4049
Pine Lake	Stephanie Lee	320-233-7232
Pokegama	Sue Alderink	320-629-3719
Royalton	Roberta Folkestad	320-396-2476
Sandstone	Ailene Croup	320-384-6644
Sturgeon Lake	Nedene Kuhlman	218-658-4437
Wilma	Paul Raymond	320-245-2579
Windemere	Nancy Hedin	218-372-4442



AGENDA REQUEST FORM

Date of Meeting: 08/16/2016

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

Agenda Item: Joint Powers Agreement - Minnesota Government Access (MGA)

Department: Sheriff's Office - Jail Division



 Department Head signature

Background information on Item:

Acknowledge Joint Powers Agreement between Pine County Sheriff's Office – Jail Division and The State of Minnesota, Office of State Court Administration, for providing electronic access to appropriate court records and documents for our agency through login accounts for the individual agency users. Minnesota Government Access, (MGA) is an internet browser-based application that requires no installation.

Action Requested:

Request Board approval stating Jail Administrator, Rodney Williamson has the authority to enter into agreement with The State Of Minnesota Office Of State Court Administration by signing the attached "Master Subscriber Agreement For Minnesota Court Data Services For Governmental Agencies"

Financial Impact:

None

**MASTER SUBSCRIBER AGREEMENT
FOR MINNESOTA COURT DATA SERVICES
FOR GOVERNMENTAL AGENCIES**

THIS AGREEMENT is entered into by and between

Pine County Jail

(Government Subscriber Name)

of 635 Northridge Drive NW, Suite 130, Pine City, MN 55063

(Government Subscriber Address)

(hereinafter "Government Subscriber") and THE STATE OF MINNESOTA

Office of State Court Administration

of 25 Rev. Dr. Martin Luther King Jr. Blvd. St. Paul, Minnesota 55155

(hereinafter "the Court").

Recitals

The Court offers Court Data Services, as defined herein, to Minnesota Government Subscribers as authorized by the Rules of Public Access and Court Order. The Court Data Services are offered to Government Subscribers as governmental units and are offered solely for certain governmental use as permitted herein. Government Subscriber desires to use Court Data Services, and the Court desires to provide the same, to assist Government Subscriber in the efficient performance of its governmental duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body.

Court Data Services are defined in the Definitions section of this Agreement and may involve a one-way or two-way transmission of information between the parties, some of which may include court information that is not accessible to the public pursuant to the Rules of Public Access and which may not be disclosed by Government Subscriber without the prior approval of the appropriate court or record custodian. Government Subscriber agrees herein to limit its access to and use of Court Records and Court Documents through Court Data Services to the Government Subscriber's "Legitimate Governmental Business Need" as defined herein.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the Court and Government Subscriber agree as follows:

1. TERM; TERMINATION; ONGOING OBLIGATIONS.

- 1.1 Term.** This Agreement shall be effective on the date executed by the Court and shall remain in effect according to its terms.

1.2 Termination.

1.2.1 Either party may terminate this Agreement with or without cause by giving written notice to the other party. The effective date of the termination shall be thirty (30) days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. Termination of this Agreement pursuant to Clause 4.5 shall be effective immediately and may occur without prior notice to Government Subscriber.

1.2.2 The provisions of Clauses 5, 6, 8, 9, 10, 12.2, 12.3 and 15 through 24 shall survive any termination of this Agreement, as shall any other provisions that by their nature are intended or expected to survive such termination. Upon termination, the Government Subscriber shall perform the responsibilities set forth in paragraph 8.6 hereof.

1.3 Subsequent Agreement. This Agreement may be superseded by a subsequent agreement between the parties.

2. DEFINITIONS.

2.1 "Agency Account Manager" means the Government Subscriber employee assigned with the tasks of: (1) being the point of contact for communications between Government Subscriber and the Court; (2) maintaining a current list Government Subscriber's Individual Users and their signed User Acknowledgment Forms and promptly notifying the Court when Government Subscriber's Individual Users with individual logins should have accounts added or deleted; (3) reporting violations of this agreement by Government Subscriber's Individual Users and steps taken to remedy violations to the Court.

2.2 "Court Data Services" means one or more of the following services and includes any additional or modified services identified as such on the Justice Agency Resource webpage of the Minnesota Judicial Branch website, which is currently www.mncourts.gov, or other location designated by the Court and/or its affiliates, as the same may be amended from time to time by the Court and/or its affiliates:

2.2.1 "Bulk Data Delivery" means the electronic transmission of Court Records in bulk form from the Court to the Government Subscriber, from one or more of the Court's databases and through any means of transmission, as described in applicable Policies & Notices and materials referenced therein.

2.2.2 "Court Integration Services" means pre-defined automated transmissions of i) Court Records from the Court's computer systems to Government Subscriber's computer systems; and/or ii) Government Subscriber Records from the Government Subscriber's computer systems to the Court's computer systems; on a periodic basis or as triggered by pre-determined events, as described in applicable Policies & Notices and materials referenced therein.

2.2.3 "MNCIS Login Accounts" means a digital login account created for and provided to the Government Subscriber for online access to and use of Court Records and Court Documents maintained by the Minnesota Court

Information System (“MNCIS”), as described in applicable Policies & Notices and materials referenced therein.

- 2.3 “Court Data Services Databases”** means any databases and the data therein, used as a source for Court Data Services, together with any documentation related thereto, including without limitation descriptions of the format or contents of data, data schemas, and all related components.
- 2.4 “Court Data Services Programs”** means any computer application programs, routines, transport mechanisms, and display screens used in connection with Court Data Services, together with any documentation related thereto.
- 2.5 “Court Records”** means all information in any form made available by the Court and/or its affiliates to Government Subscriber for the purposes of carrying out this Agreement, including:
- 2.5.1 **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information and Court Documents, as defined herein.
- 2.5.2 **“Court Confidential Case Information”** means any information in the Court Records (including Court Documents) that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- 2.5.3 **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- 2.5.4 **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.
- 2.5.5 **“Court Documents”** means electronic images of documents that are part of or included in a court file.
- 2.6 “DCA”** means the District Court Administrator pursuant to Minnesota Statutes, section 485.01.
- 2.7 “Government Subscriber Records”** means any information in any form made available by the Government Subscriber to the Court and/or its affiliates for the purposes of carrying out this Agreement.
- 2.8 “Government Subscriber’s Individual Users”** means Government Subscriber’s employees or independent contractors whose use or access of Court Data Services,

as well as the access, use and dissemination of Court Records (including Court Documents), is necessary to effectuate the purposes of this Agreement.

- 2.9** “**Legitimate Governmental Business Need**” means a requirement, duty or obligation for the efficient performance of governmental tasks or governmental responsibilities and as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body.
- 2.10** “**Policies & Notices**” means the policies and notices published by the Court and/or its affiliates in connection with each of its Court Data Services, on a website or other location designated by the Court and/or its affiliates, as the same may be amended from time to time by the Court and/or its affiliates. Policies & Notices for each Court Data Service, hereby made part of this Agreement by reference, provide additional terms and conditions that govern Government Subscriber’s use of such services, including but not limited to provisions on fees, access and use limitations, and identification of various third party applications, such as transport mechanisms, that Government Subscriber may need to procure separately to use Court Data Services.
- 2.11** “**Rules of Public Access**” means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court and/or the SCAO entitled “Limits on Public Access to Case Records” or “Limits on Public Access to Administrative Records,” all of which by this reference are made a part of this Agreement. It is the obligation of Government Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. Such rules, lists, and tables are posted on the main website for the Court, for which the current address is www.mncourts.gov.
- 2.12** “**SCAO**” means the State of Minnesota, State Court Administrator's Office.
- 2.13** “**This Agreement**” means this Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies, including all Exhibits, Policies & Notices, and other documents referenced, attached to, or submitted or issued hereunder.
- 2.14** “**Trade Secret Information of SCAO and its licensors**” is defined in sections 8.1, 8.2 and 8.4 of this Agreement.
- 2.15** “**User Acknowledgement Form**” means the form signed by Government Subscriber’s Individual Users to confirm in writing that the Individual User has read and understands the requirements and restrictions in this Agreement (Exhibit A).
- 3. DATA ACCESS SERVICES PROVIDED TO GOVERNMENT AGENCY.** Following execution of this Agreement by both parties, Government Subscriber will be offered access to the Court Records (including Court Documents) described in the Government Subscriber Access Chart, which is posted on the Policies & Notices.

4. AUTHORIZED ACCESS, USE, AND DISSEMINATION OF COURT DATA SERVICES AND COURT RECORDS LIMITED; TRAINING; VIOLATIONS; SANCTIONS.

4.1 Authorized Access to Court Data Services and Court Records.

4.1.1 Government Subscriber and Government Subscriber's Individual Users shall access only the Court Data Services and Court Records (including Court Documents) necessary for a Legitimate Governmental Business Need.

4.1.2 The access of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal or non-official use, or any use that is not a "Legitimate Governmental Business Need" as defined herein, is prohibited.

4.1.3 Government Subscriber and Government Subscriber's Individual Users shall not access or attempt to access Court Data Services or Court Records (including Court Documents) in any manner not set forth in this Agreement, Policies & Notices, or other Court Data Services documentation.

4.2 Authorized Use of Court Data Services and Court Records.

4.2.1 Government Subscriber and Government Subscriber's Individual Users shall use the Court Data Services and Court Records (including Court Documents) accessed only for a Legitimate Governmental Business Need and according to the instructions provided in corresponding Policies & Notices or other materials.

4.2.2 The use of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal or non-official use, or any use that is not a "Legitimate Governmental Business Need" as defined herein, is prohibited.

4.2.3 Government Subscriber and Government Subscriber's Individual Users shall not use or attempt to use Court Data Services or Court Records (including Court Documents) in any manner not set forth in this Agreement, Policies & Notices, or other Court Data Services documentation.

4.3 Dissemination of Court Records. Government Subscriber and Government Subscriber's Individual Users shall not share the Court Records (including Court Documents) accessed and data therefrom with third parties and other individuals other than as needed to further a Legitimate Governmental Business Need.

4.4 Training. Government Subscriber shall provide Government Subscriber's Individual Users training in the proper access, use, and dissemination of Court Records (including Court Documents).

4.5 Violations.

4.5.1 The access, use, or dissemination of Court Data Services or Court Records (including Court Documents) beyond what is necessary for a Legitimate

Governmental Business Need by Government Subscriber or Government Subscriber's Individual Users is a violation of this Agreement. The access, use or dissemination of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal use is a violation of this Agreement.

4.5.2 Any violation pursuant to Clause 4.5.1, or any unauthorized or attempted access, use or dissemination of Court Data Services, Court Records or Court Documents by Government Subscriber or Government Subscriber's Individual Users shall be grounds for the Court to impose sanctions as described in Clause 4.6 and to terminate this Agreement without prior notice to Government Subscriber and/or Government Subscriber's Individual Users.

4.6 Sanctions.

4.6.1 Sanctions for a violation pursuant to Clause 4.5.1 may be imposed upon a Government Subscriber and/or Government Subscriber's Individual Users and may include the suspension of access or termination of access for Government Subscriber and/or Government Subscriber's Individual Users.

4.6.2 If the Court decides to terminate the access for Government Subscriber and/or Government Subscriber's Individual Users, the Court shall notify the affected party in writing. The termination shall be effective immediately. Prior notice to Government Subscriber and/or Government Subscriber's Individual Users is not required. Reinstatement of the access shall only be upon the written direction of the Court.

5. GUARANTEES OF CONFIDENTIALITY. Government Subscriber agrees:

5.1 To not disclose Court Confidential Information to any third party except where necessary to carry out the Government Subscriber's Legitimate Governmental Business Need as defined in this Agreement.

5.2 To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Government Subscriber's obligations under this Agreement.

5.3 To limit the use of and access to Court Confidential Information to Government Subscriber's Individual Users. Government Subscriber shall advise Government Subscriber's Individual Users of the restrictions upon access, use and disclosure contained in this Agreement, requiring each Government Subscriber's Individual User to acknowledge in writing that the individual has read and understands such restrictions. Government Subscriber's Individual Users shall sign the User Acknowledgment Form (Exhibit A) before accessing Court Data Services.

5.4 That, without limiting Clause 1 of this Agreement, the obligations of Government Subscriber and Government Subscriber's Individual Users with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Agreement and the termination of their relationship with Government Subscriber.

- 5.5** That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Government Subscriber and Government Subscriber's Individual Users under this Agreement, such obligations of Government Subscriber and Government Subscriber's Individual Users are founded independently on the provisions of this Agreement.
- 5.6** That, a violation of Government Subscriber's agreements contained in this Clause 5, or a violation of those same agreements by Government Subscriber's Individual Users, shall be grounds for the Court to terminate this agreement and Government Subscriber and/or Government Subscriber's Individual Users access to Court Data Services and Court Records (including Court Documents).
- 6. APPLICABILITY TO COURT CASE INFORMATION PROVIDED UNDER LEGAL MANDATE AND PREVIOUSLY DISCLOSED COURT RECORDS AND COURT DOCUMENTS.** Subscriber acknowledges and agrees:
- 6.1 Court Case Information Provided Under Legal Mandate.** When the Court is required to provide Government Subscriber with Court Case Information under a legal mandate and the provision of such data by the Court is not optional or otherwise left to the discretion of the Court, for example in the case of a state statutory reporting requirement, the provisions of this Agreement that govern or restrict Government Subscriber's access to and use of Court Case Information do not apply to the specific data elements identified in the legal mandate, but remain in effect with respect to all other Court Case Information provided by the Court to Government Subscriber. All other provisions of this Agreement remain in full effect, including, without limitation, provisions that govern or restrict Government Subscriber's access to and use of Court Confidential Security and Activation Information.
- 6.2 Previously Disclosed Court Records and Court Documents.** Without limiting section 6.1, all Court Records and Court Documents disclosed to Government Subscriber prior to the effective date of this Agreement shall be subject to the provisions of this Agreement.
- 7. ACKNOWLEDGMENT BY INDIVIDUALS WITH ACCESS TO COURT RECORDS UNDER THIS AGREEMENT.**
- 7.1 Requirement to Advise Government Subscriber's Individual Users.** To affect the purposes of this Agreement, Government Subscriber shall advise each of Government Subscriber's Individual Users who are permitted to use and/or access Court Data Services and Court Records (including Court Documents) under this Agreement of the requirements and restrictions in this Agreement.
- 7.2 Required Acknowledgement by Government Subscriber's Individual Users.**
- 7.2.1** Government Subscriber shall require each of Government Subscriber's Individual Users to sign the User Acknowledgement Form (Exhibit A).
- 7.2.2** The User Acknowledgement Forms of current Government Subscriber's Individual Users must be obtained prior to submitting this Agreement to the

Court for approval and shall accompany the submission of this Agreement for approval.

7.2.3 Until the User Acknowledgement Form required in Clause 7.2.1 is signed, a Government Subscriber's Individual User is prohibited from accessing, using or disseminating Court Data Services and Court Records (including Court Documents). The access, use or dissemination of Court Data Services or Court Records (including Court Documents) by a Government Subscriber's Individual User that has not completed a User Acknowledgement Form as required in Clause 7.2.1 is a violation of this Agreement.

7.2.4 Government Subscriber shall keep all such written User Acknowledgment Forms on file while this Agreement is in effect and for one (1) year following the termination of this Agreement. Government Subscriber shall promptly provide the Court with access to, and copies of, such acknowledgements upon request to the Agency Account Manager.

7.2.5 The User Acknowledgment Forms are incorporated herein by reference.

8. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Agreement, subject to the terms and conditions hereof, the Court, with the permission of the SCAO, hereby grants to Government Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive Court Records (including Court Documents). SCAO and the Court reserve the right to make modifications to the Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Government Subscriber. These modifications shall be treated in all respects as their previous counterparts.

8.1 Court Data Services Programs. SCAO is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of SCAO and its licensors.

8.2 Court Data Services Databases. SCAO is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of SCAO and its licensors.

8.3 Marks. Government Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

8.4 Restrictions on Duplication, Disclosure, and Use.

8.4.1 Trade secret information of SCAO and its licensors will be treated by Government Subscriber in the same manner as Court Confidential

Information. In addition, Government Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of SCAO or its licensors, in any way or for any purpose not specifically and expressly authorized by this Agreement. As used herein, "trade secret information of SCAO and its licensors" means any information possessed by SCAO which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of SCAO and its licensors" does not, however, include information which was known to Government Subscriber prior to Government Subscriber's receipt thereof, either directly or indirectly, from SCAO or its licensors, information which is independently developed by Government Subscriber without reference to or use of information received from SCAO or its licensors, or information which would not qualify as a trade secret under Minnesota law.

8.4.2 It will not be a violation of Clause 8.4 for Government Subscriber to make up to one (1) copy of training materials and configuration documentation for each individual authorized to access, use, or configure Court Data Services, solely for its own use in connection with this Agreement.

8.4.3 Government Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of SCAO and its licensors and Government Subscriber will advise Government Subscriber's Individual Users who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of SCAO and its licensors, of the restrictions upon duplication, disclosure and use contained in this Agreement.

8.5 Proprietary Notices. Government Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of SCAO and its licensors, or any part thereof, made available by SCAO or the Court, and Government Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of SCAO and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Government Subscriber by SCAO or the Court, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

8.6 Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, made available by the Court and SCAO to Government Subscriber hereunder, and all copies, including partial copies, thereof are and remain the property of the respective licensor. Within ten days of the effective date of termination of this Agreement, Government Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration

materials, if any, and logon account information; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

- 8.7 Reasonable Security Measures.** The Court may add reasonable security measures including, but not limited to, a time-out feature, to Court Data Services Programs.
- 9. INJUNCTIVE RELIEF; LIABILITY.** Government Subscriber acknowledges that the Court, SCAO, SCAO's licensors, and DCA will be irreparably harmed if Government Subscriber's obligations under this Agreement are not specifically enforced and that the Court, SCAO, SCAO's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Government Subscriber of its obligations. Therefore, Government Subscriber agrees that the Court, SCAO, SCAO's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Government Subscriber or Government Subscriber's Individual Users without the necessity of the Court, SCAO, SCAO's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Government Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Government Subscriber shall be liable to the Court, SCAO, SCAO's licensors, and DCA for reasonable attorney's fees incurred by the Court, SCAO, SCAO's licensors, and DCA in obtaining any relief pursuant to this Agreement.
- 10. COMPROMISE LIABILITY.** Government Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Government Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Government Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law.
- 11. AVAILABILITY.** Specific terms of availability shall be established by the Court and set forth in the Policies & Notices. The Court reserves the right to terminate this Agreement immediately and/or temporarily suspend Government Subscriber's approved Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system. Monthly fees, if any, shall be prorated only for periods of suspension or upon termination of this Agreement.
- 12. ADDITIONAL USER OBLIGATIONS.** The obligations of the Government Subscriber set forth in this section are in addition to the other obligations of the Government Subscriber set forth elsewhere in this Agreement.
- 12.1 Judicial Policy Statement.** Government Subscriber agrees to comply with all policies identified in applicable Policies & Notices. Upon failure of the Government Subscriber to comply with such policies, the Court shall have the option of immediately suspending or terminating the Government Subscriber's Court Data Services on a temporary basis and/or immediately terminating this Agreement.

12.2 Access and Use; Log.

12.2.1 Government Subscriber shall be responsible for all access to and use of Court Data Services and Court Records (including Court Documents) by Government Subscriber's Individual Users or by means of Government Subscriber's equipment or passwords, whether or not Government Subscriber has knowledge of or authorizes such access and use.

12.2.2 Government Subscriber shall also maintain a log identifying all persons to whom Government Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Government Subscriber shall maintain such logs while this Agreement is in effect and for a period of one (1) year following termination of this Agreement. Government Subscriber shall promptly provide the Court with access to, and copies of, such logs upon request.

12.2.3 Government Subscriber, through the Agency Account Manager, shall promptly notify the Court when Government Subscriber's Individual Users with individual logins should have accounts added or deleted. Upon Government Subscriber's failure to notify the Court of these changes, the Court may terminate this Agreement without prior notice to Government Subscriber.

12.2.4 The Court may conduct audits of Government Subscriber's logs and use of Court Data Services and Court Records (including Court Documents) from time to time. Upon Government Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Agreement without prior notice to Government Subscriber.

12.3 Personnel. Government Subscriber agrees to investigate (including conducting audits), at the request of the Court, allegations of misconduct pertaining to Government Subscriber's Individual Users having access to or use of Court Data Services, Court Confidential Information, or trade secret information of the SCAO and its licensors where such persons violate the provisions of this Agreement, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records. Government Subscriber, through the Agency Account Manager, agrees to notify the Court of the results of such investigation, including any disciplinary actions, and of steps taken to prevent further misconduct. Government Subscriber agrees to reimburse the Court for costs to the Court for the investigation of improper use of Court Data Services, Court Records (including Court Documents), or trade secret information of the SCAO and its licensors.

13. FEES AND INVOICES. Applicable monthly fees commence ten (10) days after notice of the Court's approval of this Agreement or upon the initial Government Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the State shall invoice Government Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within thirty (30) days of the date of the invoice, the Court may immediately cancel this Agreement without notice to Government Subscriber and pursue all available legal remedies. Government Subscriber certifies that

funds have been appropriated for the payment of charges under this Agreement for the current fiscal year, if applicable.

14. **MODIFICATION OF FEES.** SCAO may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty (30) days from the publication of the Policies & Notices. Government Subscriber shall have the option of accepting such changes or terminating this Agreement as provided in section 1 hereof.
15. **WARRANTY DISCLAIMERS.**
 - 15.1 **WARRANTY EXCLUSIONS.** EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, SCAO, SCAO'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.
 - 15.2 **ACCURACY, COMPLETENESS AND AVAILABILITY OF INFORMATION.** WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, SCAO, SCAO'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS. THE COURT IS NOT LIABLE FOR ANY COURT RECORDS OR COURT DOCUMENTS NOT AVAILABLE THROUGH COURT DATA SERVICES DUE TO COMPUTER OR NETWORK MALFUNCTION, MISTAKE OR USER ERROR.
16. **RELATIONSHIP OF THE PARTIES.** Government Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, SCAO, SCAO'S licensors, or DCA. Neither Government Subscriber nor the Court, SCAO, SCAO'S licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.
17. **NOTICE.** Except as provided in Clause 2 regarding notices of or modifications to Court Data Services and Policies & Notices, and in Clauses 13 and 14 regarding notices of or modification of fees, any notice to Court or Government Subscriber hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.
18. **NON-WAIVER.** The failure by either Party at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Agreement. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. **FORCE MAJEURE.** Neither party shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.
20. **SEVERABILITY.** Every provision of this Agreement shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Agreement so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Agreement, and all other provisions shall remain in full force and effect.
21. **ASSIGNMENT AND BINDING EFFECT.** Except as otherwise expressly permitted herein, neither Party may assign, delegate and/or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any corporation or other legal entity into, by or with which Government Subscriber may be merged, acquired or consolidated or which may purchase the entire assets of Government Subscriber.
22. **GOVERNING LAW.** This Agreement shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.
23. **VENUE AND JURISDICTION.** Any action arising out of or relating to this Agreement, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Government Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.
24. **INTEGRATION.** This Agreement sets forth the entire Agreement and understanding between the Parties regarding the subject matter hereof and supersedes any prior representations, statements, proposals, negotiations, discussions, understandings, or agreements regarding the same subject matter. Except as otherwise expressly provided in Clause 2 regarding Court Data Services and Policies & Notices, and in Clauses 13 and 14 regarding fees, any amendments or modifications to this Agreement shall be in writing signed by both Parties.
25. **MINNESOTA DATA PRACTICES ACT APPLICABILITY.** If Government Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Government Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (*see* section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Government Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided under this Agreement; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Agreement, intending to be bound thereby.

1. GOVERNMENT SUBSCRIBER
Government Subscriber must attach documented verification of authority to sign on behalf of and bind the entity ("Master Subscriber Agreement Signing Authority"), such as a council resolution, board authority or legally binding decision maker, and attach same as Exhibit B.

2. THE COURT

By _____
(SIGNATURE)

By _____
(SIGNATURE)

Date _____

Date _____

Name (typed) Rodney Williamson

Title CIO/Director

Title Jail Administrator

Office Information Technology
Division of State Court
Administration

Office _____

3. Form and execution approved for Court by:

By: _____
(SIGNATURE)

Title: Staff Attorney - Legal Counsel Division

Date: _____



AGENDA REQUEST FORM

Date of Meeting: August 16, 2016

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

Agenda Item: Approve promotion of Jennifer Neel to Jail Sergeant

Department: Sheriff's Office - Jail


Department Head signature

Background information on Item:

Approve the promotion of Corrections Officer Jennifer Neel to Jail Sergeant, effective August 21, 2016 Grade B-31 Step 7, starting wage \$24.14 per hour.

Action Requested:

Approve the promotion of Corrections Officer Jennifer Neel to Jail Sergeant, effective August 21, 2016 Grade B-31, starting wage \$24.14 per hour.

Financial Impact:

None - This position is accounted for in the approved 2016 staffing plan and budget.



AGENDA REQUEST FORM

Date of Meeting: 8/16/2016

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

Agenda Item: Approve hiring of children's mental health social worker

Department: HHS

Rebecca Ross
Department Head signature

Background information on Item:

Janet Ashmore, Children's Mental Health Social Worker, resigned from her position effective July 5, 2016. The department was authorized to backfill the position. Interviews were held on July 26, 2016. The position was offered to and accepted by Nancy Johnson. Based upon previous experience and training, the position was offered at a Step 2 on the C42 scale (\$21.97/hour). Nancy is able to begin her employment with HHS on August 17, contingent on Board approval.

Action Requested:

Authorize HHS to hire Nancy Johnson for the vacant children's mental health social worker position. If authorized, Nancy would begin her employment with Pine County on August 17 at \$21.97 per hour.

Financial Impact:

The position was included in the 2016 HHS budget.



AGENDA REQUEST FORM

Date of Meeting: 8/16/2016

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

Agenda Item: Approve attendance at training

Department: HHS

Rebecca Ross
Department Head signature

Background information on Item:

Jodi Blesener (Child Support Supervisor), Mindy Sandell (Child Support Officer), and Christina Frey (Support Enforcement Aid) are requesting to attend the Minnesota Family Support and Recovery Council Fall Conference, held in St. Cloud from October 3 to October 5. A draft agenda for the conference is attached for your review. This is an annual conference specific to child support staff. Attendance at the conference has been encouraged by the Director and the Child Support Supervisor.

Action Requested:

Authorize Jodi Blesener, Mindy Sandell, and Christina Frey to attend the MN Family Support and Recovery Council Fall Conference in St. Cloud from October 3 to October 5, 2016.

Financial Impact:

Registration: \$190 per individual for a total registration cost of \$570. A county car will be used for travel to and from the conference (no accommodations are being requested).

There are funds available in the 2016 HHS budget to cover the costs of the training.

PROGRAM AT A GLANCE

Sunday, October 2, 2016

5:00–7:00	Registration	Front Lobby
6:30–8:00	Managing Aggressive Behavior	Sunwood Center
8:00–11:00	Networking	Green Mill

Monday, October 3, 2016

7:00–8:30	Breakfast	Carlson Hall
7:00–Noon	Registration	Front Lobby
8:50–9:00	Welcome and General Announcements	Carlson Hall
9:00–10:00	Breakout Sessions: <ul style="list-style-type: none"> • A Strategic Look at the Federal, State, and County Child Support Programs • State Perspective for County Collectors (MCRA) 	Carlson Hall
10:00–10:15	Break with refreshments	Carlson Hall
10:15–11:45	KEYNOTE: Service Wins Dr. Tim Schneider	Carlson Hall
Noon–1:00	Lunch	Carlson Hall
1:00–2:30	Breakout Sessions: <ul style="list-style-type: none"> • Myth Busters: Common Misconceptions About the Affordable Care Act and MNSure in the Child Support World • Effective Leadership • Bankruptcy and Child Support Collection • JOL for Collections and Public Assistance Collection 101 • Child Support Division (CSD) New Initiatives 	
2:30–2:45	Break	Poolside
2:45–4:15	Breakout Sessions: <ul style="list-style-type: none"> • The Power of Emotional Intelligence • Foster Care and Child Support—A New Conversation • MCAA —Hot Topics for 2015- 2016 • Tribal Update 	
4:30–5:30	MFSRC Business Meeting	
5:30–7:30	Happy Hour with light snacks Dinner on your own	

Tuesday, October 4, 2016

7:00–8:30	Breakfast	Carlson Hall
7:30–10:30	Registration	Front Lobby
8:30–8:35	Announcements	Carlson Hall
8:35–9:35	KEYNOTE: Still Standing John Kriesel	Carlson Hall
9:35–9:45	Break with refreshments	Carlson Hall
9:45–11:15	Breakout Sessions: <ul style="list-style-type: none">• CSO Round Table• Make It OK• The Ethical Lawyer and the Chamber of Secrets: How to Ethically Work With Self-Represented Litigants and Understanding Ethics Investigations• Medical Assistance Recovery and Probate Procedures• State Services Portal and Electronic Withholding	
11:15–1:00	Awards Luncheon	Carlson Hall
1:15–2:45	Breakout Sessions: <ul style="list-style-type: none">• Lock Down: Working a Case With an Incarcerated Parent• Managing Performance• Data Practices Top 10 for Child Support Professionals• Locating Assets• Enforcement	
2:45–3:00	Break with refreshments	Poolside
3:00–4:30	KEYNOTE: Adverse Childhood Experiences and Historical Trauma: Working with Families Sam Simmons	Carlson Hall
4:30–5:30	MCAA Meeting for Elected and Assistant County Attorneys	Husky
6:00–7:00	Dinner	Sunwood Center
7:00–11:30	DJ	Sunwood Center

Wednesday, October 5, 2016

7:00–8:30	Breakfast	Poolside
8:30–10:00	Breakout Sessions: <ul style="list-style-type: none">• Bringing Counties Together to Improve Performance• Cultural Diversity in the Treatment Industry• Minnesota Medical Assistance Estate Recovery• BlueZone Scripts and PRISM	
10:00–10:30	Break with refreshments/Check Out	Poolside
10:30–Noon	Breakout Sessions: <ul style="list-style-type: none">• 2016 Legislative, Case Law, and CLV Update• Good Customer Service on the Phone or in Person is a Win Win For All!	Sunwood Center
Noon–1:30	**New MFSRC Board Meets**	



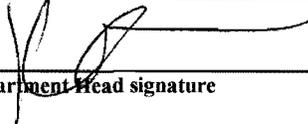
AGENDA REQUEST FORM

Date of Meeting: August 16, 2016

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

Agenda Item: GIS Workshop

Department: Land Services



 Department Head signature

Background information on Item:

The Minnesota Counties Computer Cooperative (MCCC) is offering a two-day course to introduce participants to the latest in ArcGIS Desktop 10 technology, features, and functionality. This is the software which we utilize to edit the beacon system and also to credit new spatial data as needed throughout the county. Currently, there are four county staff who have basic training in the system, however additional training would be extremely helpful to fully utilize the capabilities of system.

Action Requested:

Consider Joe Sanders, GIS/Environmental Technician and Caleb Anderson, Land & Resources Manager to attend the two day course October 3 & 4th at MCCC in St. Paul.

Financial Impact:

The cost of the workshop is \$500 per day for a total of \$1,000 (a county vehicle will be used for transportation). All costs will be paid out of the recorder's compliance fund (the restricted use fund that can only be used for property records management which currently has a balance of \$194,232.97).



AGENDA REQUEST FORM

Date of Meeting: August 16, 2016

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

Agenda Item: Assessor Licensing Courses

Department: Land Services



 Department Head signature

Background information on Item:

In 2013, the State Legislature passed statute 270C.9901 regarding any individual who appraises or physically inspections real property for the purpose of determining its valuation or classification for property tax purposes to obtain licensure as an accredited Minnesota assessor by July 1, 2019.

To become an accredited Minnesota assessor from the currently required certified Minnesota assessor level, staff must:

- 1.) Complete two 30-hour income courses
- 2.) Complete one 30-hour assessment administration course
- 3.) Complete one 30-hour elective course
- 4.) Complete a 15-hour Uniform Standards of Professional Appraisal Practices course
- 5.) Complete a Residential Form Appraisal Report
- 6.) Complete the Residential Case Study Exam

Action Requested:

Consider attendance by Lorri Houtsma and Karen Stumne, property appraisers, to the Minnesota Association of Assessing Officers (MAAO) course, 15-Hour Uniform Standards of Professional Appraisal Practice October 26-27, 2016 at the Best Western-Kelly Inn in St. Cloud.

Financial Impact:

The course cost for the MAAO is \$275 per person, lodging in a shared room for one night at a rate of \$83.00 plus tax, and up to \$30 in meal reimbursements. A county vehicle will be used for transportation, therefore no mileage costs will be incurs. Total cost is \$663, and all costs are within the 2016 Assessor's office budget.

Resolution Authorizing Repeal of the Wheelage Tax for Pine County

Resolution 2016-50

WHEREAS, The Pine County Board of Commissioners adopted Resolution 2013-28 on July 30, 2013 implementing a Wheelage Tax per Minnesota Statutes § 163.051; and

WHEREAS, it is the desire of the Pine County Board of Commissioners to discontinue the collection of the Wheelage Tax effective January 1, 2017.

NOW, THEREFORE, BE IT RESOLVED, that the Pine County Board of Commissioners authorizes the repeal of the Wheelage Tax so that no tax will be collected after December 31, 2016.

BE IT FURTHER RESOLVED, that county officials and staff are directed to notify the Minnesota Department of Vehicles Services to discontinue collecting the tax and to take such other actions as are necessary to discontinue the collection of the tax.

Dated this 16th day of August, 2016.

Curtis H. Rossow, Chair
Pine County Board of Commissioners

Attest:

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

Resolution Authorizing a Sales and Excise Tax for Pine County

Resolution 2016-47

WHEREAS, Pine County's transportation infrastructure has a direct impact on the county's economy and future economic development;

WHEREAS, many of the Pine County non-state aid highways are deteriorating to a very poor condition;

WHEREAS, the funding for the Pine County non-state aid highways is inadequate to make the necessary repairs and improvements;

WHEREAS, Minnesota Statutes § 297A.993, subdivision 1 authorizes counties to levy a local option sales tax for transportation by adopting a resolution after holding a public hearing;

WHEREAS, Minnesota Statutes § 297A.993, subdivision 2 authorizes counties to levy a \$20 per motor vehicle excise tax for vehicles purchased or acquired from any person engaged in the business of selling motor vehicles at retail by adopting a resolution after holding a public hearing;

WHEREAS, Minnesota Statutes § 297A.993, subdivision 2 further requires that the proceeds of the tax be dedicated exclusively to payment of the capital cost of specific transportation projects designated by the County Board, and that the tax must terminate when revenues raised are sufficient to finance the projects;

WHEREAS, the Pine County Board of Commissioners desires to have the State Department of Revenue collect the tax;

WHEREAS, the proceeds of such a tax must be spent on projects identified on the attached project list adopted as part of this resolution (see Exhibit A); and

WHEREAS, any additional projects to be considered for the county sales tax must be presented at a public meeting and included in a resolution passed by the Pine County Board of Commissioners.

NOW, THEREFORE, BE IT RESOLVED, that the Pine County Board of Commissioners authorizes and implements a 0.5% sales tax as provided for in Minnesota Statutes beginning January 1, 2017 for the purpose of funding transportation improvements as identified in the attached project list (Exhibit A);

BE IT FURTHER RESOLVED, that the tax shall continue until the sooner of \$8,450,000 has been collected or December 31, 2026;

BE IT FURTHER RESOLVED, that the Pine County Board of Commissioners authorizes an excise tax of \$20 per motor vehicle as provided for in Minnesota Statutes beginning January 1, 2017, to fund transportation improvements as identified in the attached project list (Exhibit A);

BE IT FURTHER RESOLVED, that the provisions of Minnesota Statutes § 297A.99, subdivisions 4, and 6 through 12, shall govern the imposition, administration, collection and enforcement of the tax;

BE IT FURTHER RESOLVED, that the Pine County Board of Commissioners hereby directs the County Auditor-Treasurer to certify the tax to the Minnesota Department of Revenue for collection of the sales and excise tax on or before September 30, 2016.

Dated this 16th day of August, 2016.

Curtis H. Rossow, Chair
Pine County Board of Commissioners

Attest:

David J. Minke, County Administrator

2017-2026 Sales Tax Projects

2017

Road	Type	Location	Length	Cost Estimate
CR 106	Resurfacing	TH 70 to CSAH 2	1.00	200,000
CR 142	Resurfacing	CSAH 32 to CSAH 30	4.00	800,000
CR 175	Resurfacing	CSAH 44 to CSAH 44	0.27	75,000

2018

Road	Type	Location	Length	Cost Estimate
CSAH 32	Bridge	Hay Creek		250,000
CR 122	Resurfacing	CSAH 11 to CSAH 53	1.63	375,000
CR 133	Resurfacing	CSAH 15 to 1.25 miles W	1.25	275,000
CR 134	Resurfacing	TH 48 to CR 133	1.28	350,000

2019

Road	Type	Location	Length	Cost Estimate
CSAH 30	Bridge	Wolf Creek		150,000
CR 143	Resurfacing	W Co line to CSAH 28	1.78	375,000
CR 150	Bridge	Pine River		300,000
CR 157	Paving	CSAH 40 to CSAH 52	1.10	225,000

2020

Road	Type	Location	Length	Cost Estimate
CR 108	Resurfacing	TH 70 to CR 109	0.50	100,000
CR 109	Resurfacing	CSAH 61 to 1 mile W	1.00	225,000
CR 127	Resurfacing	CSAH 61 to CSAH 14	0.65	100,000
CR 148	Bridge	Co Ditch #12		200,000

2021-2022

Road	Type	Location	Length	Cost Estimate
CR 140	Bridge	Grindestone River		950,000
CR 140	Resurfacing	TH 48 to TH 48	3.72	825,000

2023

Road	Type	Location	Length	Cost Estimate
CSAH 2	Bridge	Rock Creek		650,000

2024

Road	Type	Location	Length	Cost Estimate
CR 122	Bridge	Mission Creek		675,000

2025-2026

Road	Type	Location	Length	Cost Estimate
CR 173	Resurfacing	TH 48 to CSAH 25	6.00	1,350,000

Total Cost 8,450,000

RESOLUTION NO. 2016-51

**RESOLUTION APPROVING THE ISSUANCE AND SALE OF A \$700,000
REVENUE NOTE, SERIES 2016**

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

- Section 1. Definitions. The terms used herein have the following meanings, unless the context or use thereof indicates another or differing meaning or intent:
- a. 2000 Note: the Pine County, Minnesota \$1,175,000 Revenue Note, Series 2000 (Woodland Hills Project) dated June 22, 2000, issued to finance the 2000 Project.
 - b. 2004 Project: (i) refinance the outstanding amount of the \$1,175,000 Economic Development Revenue Note, Series 2000 issued by the Issuer on June 22, 2000 to (a) refinance the existing taxable debt of the Borrower incurred to pay the costs of acquiring, constructing and equipping the Borrower's existing facilities located at 26001 Heinz Road, Willow River, Minnesota (the "Existing Facilities") and (b) the rehabilitation of the Existing Facilities; and (ii) pay certain costs of issuance in connection with financing the forgoing.
 - c. Act: collectively, the Municipal Industrial Development Act and the Housing Act.
 - d. Assignment Agreement: the Assignment Agreement to be entered into between the Issuer, the Borrower and the Lender.
 - e. Authorized Officers: the Chair and County Administrator of the Issuer, or the deputy or acting designee of either of them.
 - f. Bond Counsel: the law firm of Fryberger, Buchanan, Smith & Frederick, P.A. or any other firm of nationally-recognized bond counsel.
 - g. Bond Purchase Agreement: the Bond Purchase Agreement to be entered into between the Issuer, the Borrower and the Lender.
 - h. Borrower: One Heartland, Inc., being (as represented to the Issuer) a Minnesota nonprofit corporation and organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, the corporate offices of which are located at 2101 Hennepin Avenue, Suite 200, Minneapolis, MN 55405.
 - i. Board: the governing body of the Issuer.
 - j. City: the City of _____, Minnesota.
 - k. Code: the Internal Revenue Code of 1986, as amended.
 - l. Compliance Policy: the Pre- and Post-Issuance Compliance Policy and Procedures of the Issuer.

- m. Cooperation Agreement: the Cooperation Agreement between the Host Municipalities.
- n. County: Pine County, Minnesota.
- o. DEDA: the Duluth Economic Development Authority, a public body corporate and politic and political subdivision.
- p. DEED: the Minnesota Department of Employment and Economic Development.
- q. DEED Application: DEED’s Application for Approval of Industrial Development/Revenue Bond Project Pursuant to Minn. Stat. 469.152 – 469.165.
- r. Disbursing Agreement: the Disbursing Agreement to be entered into between the Borrower, the Lender and _____.
- s. Documents: the Assignment Agreement, the Compliance Policy, the Cooperation Agreement, the DEED Application, the Disbursing Agreement, the Guaranty, the Housing Program, the Loan Agreement, the Mortgage, the Parity Agreement, and other documents required for the issuance of the Note.
- t. Executive Director: the Executive Director of the Issuer.
- u. Host Municipalities: DEDA and the Issuer.
- v. Guarantor: X, a Minnesota corporation and organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.
- w. Guaranty: the Guaranty Agreement, from the Guarantor to the Lender.
- x. Host Municipalities: the Issuer and the .
- y. Housing Act: Minnesota Statutes, Chapter 462C, as amended
- z. Housing Program: the Multifamily Housing Development Program for the Housing Project.
- aa. Housing Project: _____ and paying costs associated with the financing.
- bb. Initial Resolution: the resolution adopted by the Board on July 5, 2016, entitled “_____”.
- cc. Issuer: the Pine County, Minnesota, a

City: municipal corporation and political subdivision

County: body politic and corporate and political subdivision

EDA: public body, corporate and politic and political subdivision

HRA: public body corporate and politic
Port Authority: body corporate and politic

- dd. Issuer Documents: the Assignment Agreement, the Compliance Policy, the Cooperation Agreement, the DEED Application, the Housing Program and the Loan Agreement.
- ee. Lender: Northview Bank, a Minnesota banking corporation, with an office located in Finlayson, Minnesota.
- ff. Loan: the loan of the proceeds of the Note by the Issuer to the Borrower pursuant to the Loan Agreement.
- gg. Loan Agreement: the Loan Agreement to be entered into between the Issuer and the Borrower and acknowledged by the Lender.
- hh. Mortgage: the combination Mortgage, Security Agreement, Fixture Financing Statement and Assignment of Leases and Rents from the Borrower to the Lender.
- ii. Municipal Industrial Development Act: Minnesota Statutes, Sections 469.152 through 469.165, as amended.
- jj. Note: the Issuer's \$700,000 Revenue Note, Series 2016 authorized hereunder, whether one or more.
- kk. Notes: collectively, the Series A Note and the Series B Note.
- ll. Parity Agreement: the Parity Agreement to be entered into between the Lender, _____ and the Borrower.
- mm. Preliminary Resolution:
- nn. Prior Obligations:
- oo. Project: (i) refinancing the outstanding amount of the \$1,175,000 Economic Development Revenue Note, Series 2000 issued by Pine County, Minnesota (the "County") on June 22, 2000, to (a) refinance the existing taxable debt of the Borrower incurred to pay the costs of acquiring, constructing and equipping the Borrower's existing facilities located at 26001 Heinz Road, Willow River, Minnesota (the "Existing Facilities") and (b) the rehabilitation of the Existing Facilities; (ii) finance the cost of capital improvements to the Existing Facilities; and (iii) pay certain costs of issuance in connection with financing the foregoing..
- pp. Purchaser: Northview Bank, a Minnesota banking corporation, with an office located in Finlayson, Minnesota, its successors and assigns.

- qq. Redemption Date: with respect to the 2004 Note, the earliest date on which notice of redemption can be given in accordance with the terms and conditions of the 2004 Note and the 2004 Loan Agreement.
- rr. Refunding: the refinancing of the outstanding principal amount of the 2004 Note.
- ss. Regional Development Commission:
- tt. Registrar: bond registrar and transfer agent for the Note.
- uu. Security Agreement: the Security Agreement to be entered into between the Borrower and the Lender.
- vv. Series A Note:
- ww. Series B Note:
- xx. State: the State of Minnesota.

Section 2. Summary of the Documents. Bond Counsel has provided the following information relating to the Documents:

- a. Pursuant to the Loan Agreement, the Borrower agrees to repay the Loan in the amounts and at the times required to pay in full when due the principal of, premium, if any, and interest on the Note. The Loan Agreement also provides that the Borrower is required to pay all expenses of the operation and maintenance of the Project, including, but without limitation, adequate insurance thereon and insurance against all liability for injury to persons or property arising from the operation thereof, and all lawfully imposed taxes and special assessments levied upon or with respect to the Project and payable during the term of the Loan Agreement.
- b. Pursuant to the Assignment Agreement, the Issuer pledges and grants a security interest in all of its rights, title and interest in the Loan Agreement (except for certain rights of the Issuer to payment, indemnification and enforcement) to the Lender.
- c. Pursuant to the Mortgage, the Borrower will secure its obligations under the Loan Agreement, including the payment of amounts due under the Loan Agreement, by granting to the Lender a first mortgage interest in the property described therein.
- d. The Disbursing Agreement, provides for the conditions precedent to disbursement of proceeds of the Note.
- e. The Compliance Policy is recommended by the Internal Revenue Service and describes the steps the Issuer will take to comply with the applicable provisions of the Code, including but not limited to requiring the Borrower to assume the

responsibility for compliance, in all respects, with the provisions of the Code applicable to the Note.

- f. The Cooperation Agreement is required by Minnesota Statutes, Section 471.656 and authorizes the Issuer to finance a project located in the jurisdiction of the other Host Municipalities and to refinance the 2004 Bonds. The Borrower has requested that the Host Municipalities cooperate through the Cooperation Agreement to finance the Project through the issuance of the Note.
- g. The DEED Application is required by the Industrial Development Act to be submitted by the Issuer to DEED and to be approved by DEED as a condition precedent to the lawful issuance of the Note.
- h. The Housing Program is required by the Housing Act to be submitted by the Issuer to the Regional Development Commission for review and comment as a condition precedent to the lawful issuance of the Note.
- i. Pursuant to the Guaranty, the Guarantor will guarantee the obligations of the Borrower under the Loan Agreement including the obligation to repay the Loan.
- j. The Parity Agreement [specific to transaction]

Section 3. Recitals Regarding Proceedings.

- a. The Board adopted the Initial Resolution which scheduled a public hearing on the proposed issuance of the Note to finance the Project, in an amount not to exceed \$700,000.
- b. As required by the Initial Resolution, a notice of public hearing was published in the _____, the Issuer's official newspaper, and a newspaper of general circulation, calling a public hearing on issuing the Note and undertaking and financing the Project.
- c. The Issuer has held a public hearing on issuing the Note and undertaking and financing the Project on August 16, 2016, through its County Administrator as the designated hearing officer, and persons in attendance wishing to speak on the issuance of the Note and undertaking and financing the Project, if any, were given an opportunity to do so. A transcript of such comments has been presented to the Issuer.
- d. The Board adopted the Preliminary Resolution, which gave preliminary approval to issuing the Note and financing the Project and authorized the submission of the DEED Application to DEED.
- e. The Issuer has received approval of the Project from the Commissioner of DEED.
- f. Portions of the Project are located in the Host Municipalities. Each of the Host Municipalities has approved the Cooperation Agreement.

- d. Drafts of the Documents have been submitted to this Issuer and are on file in the office of the County Administrator.

Section 4. Recitals Regarding the Borrower and the Project.

- a. Bond Counsel has advised the Issuer that:
 - i. the purpose of the Act, as found and determined by the legislature, is to promote the welfare of the State by the active promotion, attraction, encouragement and development of economically sound industry and commerce through governmental action to prevent, so far as possible, the emergence of blighted and marginal lands and areas of chronic unemployment;
 - ii. under the Act, the [Issuer is] [Host Municipalities are each] authorized and empowered to issue revenue bonds or a revenue note to undertake and finance [or refinance] all or any part of the costs of a project consisting of the [refinancing of debt incurred with respect to, or] acquisition and betterment of health care facilities or revenue-producing facilities of organizations described in Section 501(c)(3) of the Code and to refund bonds previously issued under the Act;
 - iii. under the Act, the Issuer is authorized and empowered to issue revenue obligations to refinance outstanding indebtedness of an organization that is primarily engaged in activities for mentally or physically disabled persons or providing social services, such as providing assistance to the poor, distressed or underprivileged; and
 - iv. the Borrower has represented that it is such an organization.
- b. **[USE THIS PARAGRAPH IF BORROWER PAYS PROPERTY TAXES]** Factors necessitating the active promotion and development of economically sound industry and commerce are the increasing concentration of population in the metropolitan areas and the rapidly rising increase in the amount and cost of governmental services required to meet the needs of the increased population and the need for development of land uses which will provide an adequate tax base to finance these increased costs and access to employment opportunities for such population.
- c. **[USE THIS PARAGRAPH IF BORROWER DOES NOT PAY PROPERTY TAXES]** Factors necessitating the active promotion and development of economically sound industry and commerce are the increasing concentration of population in the metropolitan areas and the rapidly rising increase in the amount and cost of governmental services required to meet the needs of the increased population and the need for development of land uses which will provide access to employment opportunities for such population.

- d. The Issuer has been advised by representatives of the Borrower that: (i) conventional financing to pay the capital cost of the Project is available only on a limited basis and at such high costs of borrowing that the economic feasibility of its operations would be significantly reduced; (ii) on the basis of information submitted to the Borrower and their discussions with representatives of area financial institutions and potential buyers of tax-exempt bonds, the Note could be issued and sold upon favorable rates and terms to finance the Project; and (iii) the Project would not be undertaken in its present form but for the availability of financing under the Act.
- e. The Borrower has agreed to pay any and all costs incurred by the Issuer in connection with the issuance of the Note, whether or not such issuance is carried to completion.
- f. The Borrower has represented to the Issuer that no public official of the Issuer has either a direct or indirect financial interest in the Project nor will any public official either directly or indirectly benefit financially from the Project.

Recitals Relating to the Joint Exercise of Powers.

- a. Portions of the Project are located within the jurisdiction of the Issuer and each of the other Host Municipalities.
- d. The Borrower has requested that the Host Municipalities cooperate through the Cooperation Agreement to finance the Project through the issuance of the Note pursuant to the Act.

Section 5. Findings. The Board

ratifies and affirms the findings contained in the Preliminary Resolution as though stated in full herein.

finds, determines and declares as follows:

- a. The welfare of the State requires the provision of necessary health care facilities so that adequate health care services are available to residents of the State at reasonable cost.
- b. The Issuer desires to facilitate the selective development of the State [retain and improve the tax base] and help provide the range of services and employment opportunities required by the population. The Project will assist the Issuer in achieving those objectives; help to stabilize market valuation of the Issuer; help maintain a positive relationship between assessed valuation and debt; and enhance the image and reputation of the State.
- c. On the basis of information made available to the Issuer by the Borrower it appears, and this Issuer finds, that: (1) the Project constitutes properties, used or useful in connection with a revenue producing enterprise; (2) the Project furthers

the purposes stated in the Act; (3) the Project would not be undertaken but for the availability of financing under the Act and the willingness of the Issuer to furnish such financing; and (4) the effect of the Project, if undertaken, will be to: (i) encourage the development of economically sound industry and commerce, (ii) assist in the prevention of the emergence of blighted and marginal land, (iii) help prevent chronic unemployment, (iv) provide the range of service and employment opportunities required by the population, (v) help prevent the movement of talented and educated persons out of the State where their services may not be as effectively used, (vi) promote more intensive development and appropriate use of land within the State, eventually to increase the tax base of the State; and (vii) provide adequate health care services to residents of the State at a reasonable cost.

Section 6. The Project and the Note.

- a. The Project is approved. In order to finance the Project, the Issuer determines, based on representations of the Borrower, that the offer of the Lender to purchase the Note in an original aggregate principal amount of not to exceed \$700000, at the interest rate of not to exceed _____% per annum, subject to adjustment as provided in the Note, and upon the terms and conditions hereafter specified and specified in the Note is reasonable and is accepted and the issuance of the Note is approved. The Note will bear the designation set forth in the definitions thereof.
- b. The Note shall be in substantially the form submitted to the Board, with such appropriate variations, omissions and insertions as are permitted or required by this Resolution, and in accordance with the further provisions hereof as may be necessary and appropriate and approved by Bond Counsel and the Borrower prior to the execution thereof; and shall mature in the years and amounts, be subject to redemption and bear interest at the rate, subject to adjustment as therein specified.

Section 7. Approval of Documents and Execution of Note and Documents.

- a. The Issuer Documents and the Note are made a part of this Resolution as though fully set forth herein and are approved in substantially the forms on file with the Board. The Authorized Officers are authorized and directed to execute, acknowledge and deliver the Issuer Documents on behalf of the Issuer with such changes, insertions and omissions therein as the Issuer's attorney may hereafter deem appropriate, such execution by the Authorized Officers to be conclusive evidence of approval of such documents in accordance with the terms hereof. The seal of the Issuer may be omitted as allowed by law.
- b. The Authorized Officers are authorized and directed to execute and deliver all other documents which may be required under the terms of the Issuer Documents or the Note or by Bond Counsel, and to take such other action as may be required or deemed appropriate for the performance of the duties imposed thereby to carry out the purposes thereof; and to furnish certified copies of this Resolution and all proceedings and records of the Issuer relating to the Note, and such other affidavits and certificates as may be required to show the facts relating to the

Issuer respecting the Note, as such facts appear from the books and records in the officers' custody and control or as otherwise known to them. All such certified copies, certificates and affidavits, including any heretofore furnished, shall constitute representations of the Issuer as to the truth of all statements contained therein.

Section 8. Absent or Disabled Officers.

- a. If for any reason the Authorized Officers or any other officers, employees or agents of the Issuer authorized to execute certificates, instruments, or other written documents on behalf of the Issuer shall for any reason cease to be an officer, employee or agent of the Issuer after the execution by such person of any certificate, instrument or other written document, such fact shall not affect the validity or enforceability of such certificate, instrument or other written document.
- b. If for any reason the Authorized Officers or any other officers, employees or agents of the Issuer authorized to execute certificates, instruments or other written documents on behalf of the Issuer shall be unavailable to execute such certificates, instruments or other written documents for any reason, such certificates, instruments or other written documents may be executed by a deputy or assistant to such officer, or by such other officer of the Issuer as in the opinion of the Issuer's attorney is authorized to sign such document and do all things and execute all instruments and documents required to be done or executed by such officers, with full force and effect, which executions or acts shall be valid and binding on the Issuer.

Section 9. Future Amendments.

- a. After the adoption of this Resolution, but prior to the issuance and delivery of the Note to the Lender, the original aggregate principal amount of the Note, the maturity date of the Note, the principal amount of the Note due on each payment date, the interest rate of the Note prior the first Adjustment Date (as defined in the Note), the date of the documents referenced in this Resolution and the Note, and the terms of redemption of the Note may be established or modified with the approval of the Authorized Officers; provided that the aggregate principal amount of the Note and the interest rate of the Note may not be increased from the amounts set forth in this Resolution.
- b. The authority to approve, execute and deliver, on behalf of the Issuer, future amendments to financing documents entered into by the Issuer in connection with the issuance of the Note is delegated to the Authorized Officers, subject to the following conditions: (i) such amendments do not materially adversely affect the interests of the Issuer as the issuer of the Note; (ii) such amendments do not contravene or violate any policy of the Issuer; (iii) such amendments are acceptable in form and substance to the attorney for the Issuer or other counsel retained by the Issuer to review such amendments; (iv) such amendments are

approved by the Borrower; and (v) the Issuer has received an opinion of Bond Counsel to the effect that the amendments will not adversely affect the tax-exempt character of interest on the Note.

- c. The authorization hereby given shall be further construed as authorization for the execution and delivery of such certificates and related items as may be required to demonstrate compliance with the agreements being amended and the terms of this Resolution. The execution of any instrument by the Authorized Officers, shall be conclusive evidence of the approval of such instruments in accordance with the terms hereof.

Section 10. Registration.

SINGLE NOTE

- a. Registered Form. The Note shall be issued only in fully registered form. The Note shall be numbered R-1 and upward in denominations specified by the Lender.
- b. Registration, Transfer and Exchange. The Issuer appoints the County Administrator as Registrar. The effect of registration and the rights and duties of the Issuer with respect thereto are as follows:
 - i. *Register.* The Registrar must keep a bond register for the Note in which the Registrar provides for the registration of ownership of the Note and the registration of transfers and exchanges of the Note.
 - ii. *Transfer of Note.* Subject to the provisions of clause x of this subsection, upon surrender for transfer of a Note duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar will authenticate and deliver, in the name of the designated transferee, one new note in an aggregate principal amount equal to the then outstanding principal amount of the Note so surrendered and of like maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the 15th day of the month preceding each interest payment date and until such interest payment date.
 - iii. *Issuance of New Note.* Subject to the provisions of clause x of this subsection, the Issuer shall, at the request and expense of the Lender, issue a new note in aggregate outstanding principal amount equal to that of the Note surrendered, and of like tenor except as to number, principal amount and the amount of the monthly installments payable thereunder, and registered in the name of the Lender or such transferee as may be designated by the Lender.

- iv. *Exchange of Note.* When a Note is surrendered by the registered owner for exchange the Registrar will authenticate and deliver one new note in an aggregate principal amount equal to the then outstanding principal amount of the Note surrendered and of like maturity, as requested in writing by the registered owner or the owner's attorney.
- v. *Cancellation.* A Note surrendered upon any transfer or exchange will be promptly canceled by the Registrar and thereafter disposed of as directed by the Issuer.
- vi. *Improper or Unauthorized Transfer.* When a Note is presented to the Registrar for transfer, the Registrar may refuse to transfer the Note so presented until the Registrar is satisfied that the endorsement on the Note or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar will incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.
- vii. *Persons Deemed Owners.* The Issuer and the Registrar may treat the person in whose name a Note is registered in the bond register as the absolute owner of the Note, whether the Note is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Note and for all other purposes, and payment so made to a registered owner or upon the owner's order will be valid and effectual to satisfy and discharge the liability upon the Note to the extent of the sum or sums so paid.
- viii. *Taxes, Fees and Charges.* For a transfer or exchange of a Note, the Registrar may impose a charge upon the owner thereof sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange.
- ix. *Mutilated, Lost, Stolen or Destroyed Note.* If a Note becomes mutilated or is destroyed, stolen or lost, the Registrar will deliver a new Note of like amount, number, maturity date, redemption privilege and tenor in exchange and in substitution for and upon cancellation of the mutilated Note or in lieu of or in substitution for any Note destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar and Issuer in connection therewith; and, in the case of a Note destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to the Registrar that the Note was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar and Issuer of an appropriate bond or indemnity in form, substance and amount satisfactory to it and as provided by law, in which both the Issuer and the Registrar must be named as obligees. A Note so surrendered to the Registrar will be canceled by the Registrar. If the mutilated, destroyed, stolen or lost Note has already

matured or been called for redemption in accordance with its terms it is not necessary to issue a new Note prior to payment.

- x. *Limitation on Transfers.* The Note has been issued without registration under state or other securities laws, pursuant to an exemption for such issuance; and accordingly a Note may not be assigned or transferred in whole or part, nor may a participation interest in a Note be given pursuant to any participation agreement, except in accordance with an applicable exemption from such registration requirements. In no event may any participation interest in a Note be in an initial principal amount of less than \$100,000.

MULTIPLE NOTES

- a. Registered Form. The Notes shall be issued only in fully registered form. The Notes shall be numbered R-1 and upward in denominations specified by the Lender.
- b. Registration, Transfer and Exchange. The Issuer appoints the County Administrator as Registrar. The effect of registration and the rights and duties of the Issuer with respect thereto are as follows:
 - i. *Register.* The Registrar must keep a bond register for the Notes in which the Registrar provides for the registration of ownership of the Notes and the registration of transfers and exchanges of the Notes.
 - ii. *Transfer of Note.* Subject to the provisions of clause x of this subsection, upon surrender for transfer of a Note duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar will authenticate and deliver, in the name of the designated transferee, one new note in an aggregate principal amount equal to the then outstanding principal amount of the Note so surrendered and of like maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the 15th day of the month preceding each interest payment date and until such interest payment date.
 - iii. *Issuance of New Notes.* Subject to the provisions of clause x of this subsection, the Issuer shall, at the request and expense of the Lender, issue new notes in aggregate outstanding principal amount equal to that of the Notes surrendered, and of like tenor except as to number, principal amount, and, if applicable, the amount of the monthly installments payable thereunder, and registered in the name of the Lender or such transferee as may be designated by the Lender.

- iv. *Exchange of Note.* When a Note is surrendered by the registered owner for exchange the Registrar will authenticate and deliver one new note in an aggregate principal amount equal to the then outstanding principal amount of the Note surrendered and of like maturity, as requested in writing by the registered owner or the owner's attorney.
- v. *Cancellation.* A Note surrendered upon any transfer or exchange will be promptly canceled by the Registrar and thereafter disposed of as directed by the Issuer.
- vi. *Improper or Unauthorized Transfer.* When a Note is presented to the Registrar for transfer, the Registrar may refuse to transfer the Note so presented until the Registrar is satisfied that the endorsement on the Note or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar will incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.
- vii. *Persons Deemed Owners.* The Issuer and the Registrar may treat the person in whose name a Note is registered in the bond register as the absolute owner of such Note, whether such Note is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Note and for all other purposes, and payment so made to a registered owner or upon the owner's order will be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.
- viii. *Taxes, Fees and Charges.* For a transfer or exchange of a Note, the Registrar may impose a charge upon the owner thereof sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange.
- ix. *Mutilated, Lost, Stolen or Destroyed Note.* If a Note becomes mutilated or is destroyed, stolen or lost, the Registrar will deliver a new Note of like amount, number, maturity date, redemption privilege and tenor in exchange and in substitution for and upon cancellation of the mutilated Note or in lieu of or in substitution for any Note destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar and Issuer in connection therewith; and, in the case of a Note destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to the Registrar that the Note was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar and Issuer of an appropriate bond or indemnity in form, substance and amount satisfactory to it and as provided by law, in which both the Issuer and the Registrar must be named as obligees. A Note so surrendered to the Registrar will be canceled by the Registrar. If the mutilated, destroyed, stolen or lost Note has already

matured or been called for redemption in accordance with its terms it is not necessary to issue a new Note prior to payment.

- x. *Limitation on Transfers.* The Notes have been issued without registration under state or other securities laws, pursuant to an exemption for such issuance; and accordingly a Note may not be assigned or transferred in whole or part, nor may a participation interest in a Note be given pursuant to any participation agreement, except in accordance with an applicable exemption from such registration requirements. In no event may any participation interest in a Note be in an initial principal amount of less than \$100,000.

Section 11. Limitations.

- a. *Limitation on Payment of Principal and Interest.* The principal of and interest on the Note are payable solely from and secured by revenues and proceeds derived from the Issuer Documents, which revenues and proceeds are specifically pledged to the payment thereof in the manner and to the extent specified herein and in the Note and the Documents; and nothing in the Note or in this Resolution shall be considered as assigning, pledging or otherwise encumbering any other funds or assets of the Issuer.
- b. *Limitation of Liability.* No agreement, covenant, or obligation contained in this Resolution or in the above-referenced documents shall be deemed to be an agreement, covenant or obligation of any member of the Board, or of any officer, employee or agent of the Issuer in that person's individual capacity. Neither the members of the Board, nor any officer executing the Note, shall be liable personally on the Note or be subject to any personal liability or accountability by reason of the issuance of the Note.
- c. *Limitation on Rights Conferred.* Nothing in this Resolution or in the above-referenced documents is intended or shall be construed to confer upon any person (other than as provided in the Note, the Issuer Documents, and the other agreements, instruments and documents hereby approved) any right, remedy or claim, legal or equitable, under and by reason of this Resolution or any provision of this Resolution.
- d. *Limitation on Nature of Security.*
 - i. The Note will be a special limited obligation of the Issuer.
 - ii. Notwithstanding anything contained in the Note or the Documents or any other document referred to herein to the contrary, under the provisions of the Act, the Note shall not be payable from nor charged upon any funds other than the revenue pledged to its payment under the Issuer Documents, nor shall the Issuer be subject to any liability on the Note. No holder of the Note shall ever have the right to compel any exercise of the taxing power of the Issuer to pay the Note or the interest thereon, or to enforce

payment of the Note against any property of the Issuer except those projects, or portions thereof, mortgaged or otherwise encumbered under the provisions and for the purpose of the Act.

- iii. The Note shall not constitute a charge, lien, or encumbrance, legal or equitable, upon any property of the Issuer, except those projects, or portions thereof, mortgaged or otherwise encumbered under the provisions and for the purposes of the Act. The Note shall not constitute a debt of the Issuer within the meaning of any constitutional or statutory limitation. However, nothing shall impair the rights of the holder of the Note to enforce covenants made for the security thereof as provided in Section 469.163 of the Act.

Section 12. Offering and Disclosure Materials. The Issuer has not participated in the preparation of or reviewed any offering or disclosure materials with respect to the offer and sale of the Note and the Issuer makes no representations or warranties regarding the necessity, sufficiency, accuracy, fairness, completeness or adequacy of any disclosure with respect to such offer and sale.

Section 13. Subject to DEED Approval.

- a. Notwithstanding anything in this Resolution to the contrary, delivery of the Note is subject to and contingent upon the receipt of approval of the Project by DEED and execution of the Cooperation Agreement by the Host Municipalities.
- b. The Authorized Officers are authorized and directed to work with Bond Counsel to facilitate submission of the DEED Application to DEED, and other officers, employees and agents of the Issuer are authorized to provide DEED with such information as it may require.
- c. Bond Counsel is authorized and directed to submit the DEED Application to DEED requesting approval.

Section 14. Refunding.

- a. It is found and determined that based on representations of the Borrower, the proceeds of the Note along with other available sums of the Borrower will be sufficient to prepay the entire amount of the outstanding principal of, accrued interest on and redemption premium (if any) on, the 2004 Note on the Redemption Date.
- b. The Issuer consents to the refunding and redemption of the 2004 Note on the Redemption Date and authorizes the Borrower to all actions required to provide for the refunding and redemption of the 2004 Note in accordance with its terms and in accordance with the terms and conditions of the 2004 Loan Agreement, including mailing or publishing or both, the notice of call for redemption attached hereto as Exhibit A, which terms and conditions are approved and incorporated herein by reference.

Section 15. Severability. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions or in all cases because it conflicts with any provisions of any constitution or statute or rule or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or paragraphs in this Resolution contained shall not affect the remaining portions of this Resolution or any part thereof.

Section 16. Effective Date. This resolution shall take effect immediately.

Adopted: August 16, 2016.

Chair

ATTEST:

County Administrator

EXHIBIT A

NOTICE OF CALL FOR REDEMPTION

\$ _____
(_____ PROJECT)

DATED:
PINE COUNTY, MINNESOTA

NOTICE IS GIVEN that, by order of the Board of the Pine County, Minnesota, Pine County, Minnesota, there has been called for redemption and prepayment on

_____, 2016

the outstanding principal balance of the Note of the Pine County, Minnesota designated above, dated June 22, 2016.

The Note is being called at a price of par plus accrued interest to _____, on which date all interest on said Note will cease to accrue.

BY ORDER OF THE BOARD

PINE COUNTY INSURANCE COMMITTEE

Minutes

August 8, 2016 3:00pm

**Board Room, Pine County Courthouse
Pine City, Minnesota**

**Members Present: Commissioner Hallan
Commissioner Ludwig absent (excused)**

Others Present: Debbie Gray, Julie Maser, Terry Clementson, Todd Lindstrom, Kathy Reiser, Sherry Johnson, Betty Kosloski, Jennifer Mansavage, Joe Sanders, David Minke, Connie Mikrot, IBEW Business Agent Marty Carey, Flexible Benefit Consultants representatives Justin Kroeger and Mike L.

A. Meeting called to order at 3:00 pm.

1. Presentation by Justin and Mike from Flexible Benefit Consulting (FBC), Inc. Updated rates from both Blue Cross Blue Shield (BCBS) through the cooperative with Resources and Health Partners were presented. Health Partners did not lower their rates; instead they offered us a 15-month contract option (October 2016-December 2017) with a 2% increase on the premium, essentially giving us a 7.53% reduction from our current premiums.

BCBS came back with a 10% rate reduction from our current premiums which would be effective 1/01/2017 with an 8% cap for 2018. BCBS also included an HSA plan identical to what Health Partners had presented. BCBS's offer came with some contingencies:

- 1.) CMM 1000 plan will sunset, meaning no new members can enroll, and those who are on the plan will need to select another plan.
- 2.) Renewal cap is void if enrollment changes by more than 15%, if the average contract size or family size changes by more than 5%, and/or if there are any regulatory benefit or tax changes that would impact costs. Renewal cap is also void if Pine County seeks new bids or quotes for their health plan during this two-year contract.
- 3.) Pine County agrees to participate in the Resource worksite wellness, Fitbit Challenges, and the new Strategic Planning and Health Coaching Program.
 - a. We already participate in the worksite wellness, and many employees are excited to start the Fitbit challenge this fall, so those two will not be an issue. The new Strategic Planning & Health Coaching Program is a new plan that was presented at the City, County, Other Governmental Agencies (CCOGA) meeting July 29, 2016. Pine County would work with Resources and a Certified Health Coach (CHC) who will analyze our claim data and see where we need to focus to help reduce high claims and costs to work towards keeping our premiums from increasing at high rates in the future. An individualized program for our county would be created and implemented with the help of the CHC. Employee participation is voluntary, and there are no number goals we have to reach.

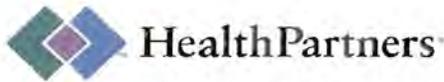
- 4.) 2018 rates are subject to the calculated increase/decrease and limited to a maximum increase of 8%. Any increase in 2018 would be 100% covered up to the 2016 county contribution level by the county. Employees who currently pay health insurance premiums will see a reduction in premium cost for 2017, and no increase for 2018.
- 5.) We do have flexibility to implement the 2017 and 2018 rate changes in a structure that best fits our needs over the two year period.

The committee agreed it was the best choice to remain with BCBS and Resources for the next two years. Connie presented a spreadsheet that demonstrates proposed scenarios of employer and employee breakdown on new premiums. These numbers are not final, but will help show how the new rates will be split between both parties. The proposed numbers reflect the 100% county paid premium plan will still be the CMM 1500 for single coverage.

The Administration office will be working with Business Agents and Stewards for all union groups to create a Memorandum of Understanding (MOU) with language representative of the new premium amounts and county contributions for 2017 & 2018, as well as adding the HSA plan option.

Commissioner Hallan will update the county commissioners at the board meeting on August 16th.

Meeting adjourned at 4:30pm.



Pine County

Effective Date: October 1, 2016 through December 31, 2017

NationalONE Plan	
In Network:	\$1000x3 deductible, 80% coinsurance, \$15/\$20/\$20 Rx with \$500/\$750 Rx OOP, \$2000x2 medical OOP
Out of Network:	\$1000x3 deductible, 80% coinsurance, \$2000x2 medical OOP
Rx is Creditable	
Includes 4th quarter carryover	
	Open Access
	Rates
Single	\$681.29
Family	\$1,736.28

NationalONE Plan	
In Network:	\$1500/\$4000 deductible, 80% coinsurance, \$20/\$40/\$60 Rx with \$500/\$750 Rx OOP, \$3000/\$5000 medical OOP
Out of Network:	\$1500/\$4000 deductible, 80% coinsurance, \$3000/\$5000 medical OOP
Rx is Creditable	
Includes 4th quarter carryover	
	Open Access
	Rates
Single	\$628.06
Family	\$1,600.62

NationalONE Plan	
In Network:	\$1850x2 deductible, 100% coinsurance, \$1850x2 out-of-pocket
Out of Network:	\$1850x2 deductible, 80% coinsurance, \$3500/\$6500 out-of-pocket
Rates assume group will be contributing \$1275/\$2550 toward the employee's VEBA.	
Rx is Creditable	
Includes 4th quarter carryover	
	Open Access
	Rates
Single	\$690.77
Family	\$1,760.45

Empower HSA NationalONE Plan	
In Network:	\$2600x2 embedded deductible, 100% coinsurance, \$2600x2 out-of-pocket
Out of Network:	\$2600x2 deductible, 80% coinsurance, \$5200x2 out-of-pocket
Rates assume group will be contributing up to \$1800/\$3600 toward the employee's HSA.	
Rx is Creditable	
Does not include 4th quarter carryover	
	Open Access
	Rates
Single	\$612.09
Family	\$1,559.92

- * Quote will expire on October 1, 2016
- * Quote is contingent upon the Underwriting Requirements and Provisions.
- * Rates include 1.75% Broker Commission.
- * If this group has elected an EAP product, the EAP fee is not included in the medical plan rates and should be billed separately.
- * The group cannot offer a Perform plan next to an Open Access plan.



For the health of all.

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Pine County

**Resource Training & Solutions Pool
Group Renewal Rate Exhibit and Acceptance Form**

Coverage Effective Date: 01/01/2017

Renewal Months 12

Min Value	Contracts	Rates		Change in Rates	Renewing Plan Design?	
		Current	Renewal		Yes	No
80%	PLAN 1 \$1500 CMM					
	Single 69	\$684.00	\$615.50		<input type="checkbox"/>	<input type="checkbox"/>
	Family 68	\$1,710.00	\$1,539.00		<input type="checkbox"/>	<input type="checkbox"/>
	Annual Total Premium	\$1,961,712	\$1,765,458			
82%	PLAN 2 CDHP #831					
	Single 24	\$738.50	\$664.50		<input type="checkbox"/>	<input type="checkbox"/>
	Family 24	\$1,982.50	\$1,784.50		<input type="checkbox"/>	<input type="checkbox"/>
	Annual Total Premium	\$783,648	\$705,312			
84%	PLAN 3 \$1000 CMM					
	Single 6	\$747.00	\$672.50		<input type="checkbox"/>	<input type="checkbox"/>
	Family 4	\$1,867.00	\$1,680.50		<input type="checkbox"/>	<input type="checkbox"/>
	Annual Total Premium	\$143,400	\$129,084			
Group Total		195	\$2,888,760	\$2,599,854	-10.0%	

- Rates include 1.75% commission

- Minimum Value percentage is based on plan value only

A renewal rate cap of 8% is included for the 01/01/2018 renewal. The renewal cap is void if (1) enrollment changes by more than 15%, (2) if average contract size or average family size changes by more than 5%, or (3) if there are any regulatory benefit or tax changes that would impact costs. The renewal cap is also void if the group seeks new bids or quotes for their health plan or if they have fewer than 100 full time equivalents at renewal. These criteria will be reviewed at time of renewal to determine if they apply.



For the health of all.

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Pine County

Alternate Plan Rates

Coverage Effective Date: 01/01/2017

Alternate Plan

	Rates	Change %	Selecting Plan Design?	
CDHP 873/877	\$2600/\$5200 ded, 100% coins, Gen Rx, no 4th Qtr C/O, Embedded			
Single	\$577.00		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Family	\$1,441.00	6.3% Decrease from Plan 1	<input type="checkbox"/>	<input type="checkbox"/>

Pine County

Health Insurance Bid Comparison Year 1

	Current Enrollment	Blue Cross (Resource Pool) Current Rates	Blue Cross (Resource Pool) January 2017 Rates	Health Partners Plan Option #1 (12 Months)	Health Partners Plan Option #2 (15 Months)	
Current Plans						
\$1850-100% VEBA	23 single 14 family	\$44,740.50	\$40,266.50	\$39,628.36	\$40,534.01	
\$1000-80% CMM	5 single 4 family	\$11,203.00	\$10,084.50	\$10,120.27	\$10,351.57	
\$1500-80% CMM	67 single 66 family	\$158,688.00	\$142,812.50	\$144,419.44	\$147,720.94	
Total Monthly Cost (Current Enrollment)		\$214,631.50	\$193,163.50	\$194,168.07	\$198,606.52	
Projected Annual Cost		\$2,575,578.00	\$2,317,962.00	\$2,330,016.84	\$2,383,278.24	
Reduction in Cost		N/A	-\$257,616.00	-\$245,561.16	-\$192,299.76	12 mo
Percentage Reduction In Cost		N/A	-10.00%	-9.53%	-7.47%	12 mo
					-\$240,374.70	15 mo
					-9.33%	15 mo

Pine County

Health Insurance Bid Comparison Year 2

	Current Enrollment	Blue Cross (Resource Pool) Current Rates	Blue Cross (Resource Pool) January 2018 Rates	Health Partners Plan Option #1 October 2017 Rates	Health Partners Plan Option #2 January 2018 Rates
Current Plans					
\$1850-100% VEBA	23 single 14 family	\$44,740.50	\$43,487.82	\$43,194.91	\$44,182.07
\$1000-80% CMM	5 single 4 family	\$11,203.00	\$10,891.26	\$11,031.09	\$11,283.21
\$1500-80% CMM	67 single 66 family	\$158,688.00	\$154,237.50	\$157,417.19	\$161,015.82
Total Monthly Cost (Current Enrollment)		\$214,631.50	\$208,616.58	\$211,643.20	\$216,481.11
Projected Annual Cost		\$2,575,578.00	\$2,503,398.96	\$2,539,718.36	\$2,597,773.28
Reduction in Cost		N/A	-\$72,179.04	-\$35,859.64	\$22,195.28
Percentage Reduction In Cost		N/A	-2.80%	-1.39%	0.86%

Total Maximum Cost Analysis	Blue Cross	Health Partners
Blue Cross Vs. HP (Option 1) - 24 month Cost	\$4,821,360.96	\$4,869,735.20
Blue Cross Vs. HP (Option 2) - 27 months Cost	\$5,465,255.46	\$5,576,871.08

Pine County

Health Insurance Premium Rate Analysis

	Current Enrollment	Blue Cross (Resource Pool) January 2017 Rates	Health Partners October 2016 Rates (Option #1)	Monthly Cost Differential
Current Plans		Current Rates	October 1st Rates	
\$1800 VEBA	23 single	\$664.50	\$675.34	\$10.84
	14 family	\$1,784.50	\$1,721.11	-\$63.39
\$1000 CMM	5 single	\$672.50	\$666.07	-\$6.43
	4 family	\$1,680.50	\$1,697.48	\$16.98
\$1500 CMM	67 single	\$615.50	\$614.02	-\$1.48
	66 family	\$1,539.00	\$1,564.85	\$25.85
				\$1,004.57

New 2017 Plan Option

\$2600 HSA	Single	\$577.00	\$598.41	\$21.41
	Family	\$1,441.00	\$1,525.06	\$84.06

To: Justin Kroeger
From: Dan Weir
Regarding: Pine County
Date: August 5, 2016

Attached are the 2017 Pine County rate worksheets as requested. The inactive high cases, over the past 24 months, have been eliminated from the calculations and have resulted in the rate offer that includes a 2017 rate decrease of -10% and 2018 rate cap of 8% that reflects the 2018 projected cost trend increase.

The 2017 and 2018 rates are contingent on the following Resource Training & Solutions (Resource) and BCBS contingencies:

1. Pine County agrees to sunset the \$1,000 CMM plan and not allow any new enrollment in the plan and confirm the plan will no longer be available by the end of the 2018 plan year.
2. BCBS will provide their standard list of contingencies August 8, regarding minimum enrollment participation, changes in enrollment, employer contribution and other routine requirements.
3. Pine County agrees to participate in the Resource worksite wellness, Fitbit Challenge and the new Strategic Planning and Health Coaching programs.
4. The 2018 Pine County Group Health Plan rates are subject to the calculated increase/decrease and limited to a maximum increase of 8%.
5. Pine County, working with Resource and BCBS, would be able to structure the 2017 -10% decrease and 2018 rate cap of 8%, into a two-year rate structure that best meets the needs of Pine County, within the rates provided, and final approval of the two year rate structure by Resource and BCBS.

We appreciate the opportunity to provide Pine County with rates for 2017 and 2018. The Resource pool is moving ahead with longer term arrangements including a new four-year rate stabilization plan that may be available to Pine County in 2019. Let me know if you need more information or have any questions.

Thanks, Dan

2016 Health Insurance Monthly Premiums with Blue Cross Blue Shield

Plan Type	Annual Deductible (In-Network)	Out-Of-Pocket (OOP) Max	Current Premiums	Employer Contribution	Employer Contribution to VEBA Savings	Employee Deduction	Employer portion of Premium	Employee Portion of Premium	Annual Employer Contribution	Annual Employee Deduction
CMM 1000 Single	\$ 1,000.00	\$ 2,000.00	\$ 747.00	\$ 684.00	-	\$ 63.00	92%	8%	\$ 8,208.00	\$ 756.00
CMM 1000 Family	\$ 3,000.00	\$ 4,000.00	\$ 1,867.00	\$ 1,328.15	-	\$ 538.85	71%	29%	\$ 15,937.80	\$ 6,466.20
CMM 1500 Single	\$ 1,500.00	\$ 3,000.00	\$ 684.00	\$ 684.00	-	\$ -	100%	0%	\$ 8,208.00	\$ -
CMM 1500 Family	\$ 4,000.00	\$ 5,000.00	\$ 1,710.00	\$ 1,328.15	-	\$ 381.85	78%	22%	\$ 15,937.80	\$ 4,582.20
VEBA Single	\$ 1,850.00	\$ 1,850.00	\$ 738.50	\$ 577.75	\$ 106.25	\$ 160.75	78%	22%	\$ 8,208.00	\$ 1,929.00
VEBA Family	\$ 3,700.00	\$ 3,700.00	\$ 1,982.50	\$ 1,115.65	\$ 212.50	\$ 866.85	56%	44%	\$ 15,937.80	\$ 10,402.20

2017 Proposed Health Insurance Renewal Monthly Premiums with Blue Cross Blue Shield

Plan Type	Annual Deductible (In-Network)	Out-Of-Pocket (OOP) Max	Renewal Premiums	Employer Contribution	Employer Monthly Contribution to VEBA or HSA Savings	Employee Deduction	Employer portion of Premium	Employee Portion of Premium	Annual Employer Contribution	Annual Employee Deduction
CMM 1000 Single	\$ 1,000.00	\$ 2,000.00	\$ 672.50	\$ 615.50	-	\$ 57.00	92%	8%	\$ 7,386.00	\$ 684.00
CMM 1000 Family	\$ 3,000.00	\$ 4,000.00	\$ 1,680.50	\$ 1,200.42	-	\$ 480.08	71%	29%	\$ 14,405.04	\$ 5,760.96
CMM 1500 Single	\$ 1,500.00	\$ 3,000.00	\$ 615.50	\$ 615.50	-	\$ -	100%	0%	\$ 7,386.00	\$ -
CMM 1500 Family	\$ 4,000.00	\$ 5,000.00	\$ 1,539.00	\$ 1,200.42	-	\$ 338.58	78%	22%	\$ 14,405.04	\$ 4,062.96
VEBA Single	\$ 1,850.00	\$ 1,850.00	\$ 664.50	\$ 509.25	\$ 106.25	\$ 155.25	77%	23%	\$ 7,386.00	\$ 1,863.00
VEBA Family	\$ 3,700.00	\$ 3,700.00	\$ 1,784.50	\$ 987.92	\$ 212.50	\$ 796.58	55%	45%	\$ 14,405.04	\$ 9,558.96
H.S.A. Single	\$ 2,600.00	\$ 2,600.00	\$ 577.00	\$ 490.45	\$ 125.05	\$ 86.55	85%	15%	\$ 7,386.00	\$ 1,038.60
H.S.A. Family	\$ 5,200.00	\$ 5,200.00	\$ 1,441.00	\$ 1,008.70	\$ 191.72	\$ 432.30	70%	30%	\$ 14,405.04	\$ 5,187.60

	Current		Proposed		Annual Savings Employer	Annual Savings Employee
	Annual Employer Contribution	Annual Employee Deduction	Annual Employer Contribution	Annual Employee Deduction		
CMM 1000 Single	\$ 8,208.00	\$ 756.00	\$ 7,386.00	\$ 684.00	\$ 822.00	\$ 72.00
CMM 1000 Family	\$ 15,937.80	\$ 6,466.20	\$ 14,405.04	\$ 5,760.96	\$ 1,532.76	\$ 705.24
CMM 1500 Single	\$ 8,208.00	\$ -	\$ 7,386.00	\$ -	\$ 822.00	\$ -
CMM 1500 Family	\$ 15,937.80	\$ 4,582.20	\$ 14,405.04	\$ 4,062.96	\$ 1,532.76	\$ 519.24
VEBA Single	\$ 8,208.00	\$ 1,929.00	\$ 7,386.00	\$ 1,863.00	\$ 822.00	\$ 66.00
VEBA Family	\$ 15,937.80	\$ 10,402.20	\$ 14,405.04	\$ 9,558.96	\$ 1,532.76	\$ 843.24
H.S.A. Single	Not Currently Offered		\$ 7,386.00	\$ 1,038.60	N/A	
H.S.A. Family	Not Currently Offered		\$ 14,405.04	\$ 5,187.60	N/A	

H.S.A. annual contribution (Employer) 2017 Limits*		
Single	1,500.60	3,400
Family	2,300.64	6,750

* Employees 55+ can contribute an additional \$1,000/year

Pine County Health Insurance Proposal
Plan Comparison

Blue Cross Blue Shield Renewal Bid January 2017

	Current		Proposed		Savings		Contracts	Total Annual Savings- Employer	Total Annual Savings Employees	
	Annual Employer Contribution	Annual Employee Deduction	Annual Employer Contribution	Annual Employee Deduction	Annual Savings Employer per Contract	Annual Savings Employee				
CMM 1000 Single	\$ 8,208.00	\$ 756.00	\$ 7,386.00	\$ 684.00	\$ 822.00	\$ 72.00	6	\$ 4,932.00	\$ 432.00	
CMM 1000 Family	\$ 15,937.80	\$ 6,466.20	\$ 14,405.04	\$ 5,760.96	\$ 1,532.76	\$ 705.24	4	\$ 6,131.04	\$ 2,820.96	
CMM 1500 Single	\$ 8,208.00	\$ -	\$ 7,386.00	\$ -	\$ 822.00	\$ -	69	\$ 56,718.00	\$ -	
CMM 1500 Family	\$ 15,937.80	\$ 4,582.20	\$ 14,405.04	\$ 4,062.96	\$ 1,532.76	\$ 519.24	68	\$ 104,227.68	\$ 35,308.32	
VEBA Single	\$ 8,208.00	\$ 1,929.00	\$ 7,386.00	\$ 1,863.00	\$ 822.00	\$ 66.00	24	\$ 19,728.00	\$ 1,584.00	
VEBA Family	\$ 15,937.80	\$ 10,402.20	\$ 14,405.04	\$ 9,558.96	\$ 1,532.76	\$ 843.24	24	\$ 36,786.24	\$ 20,237.76	
								\$ 228,522.96	\$ 60,383.04	
H.S.A. Single	Not Currently Offered		\$ 7,386.00	\$ 1,038.60	N/A					
H.S.A. Family			\$ 14,405.04	\$ 5,187.60						
	Total Savings:							\$ 288,906.00		

Health Partners Bid October 2016

	Current Rates with BCBS		Proposed from HP		Savings		Contracts	Total Annual Savings- Employer	Total Annual Savings Employees	
	Annual Employer Contribution	Annual Employee Deduction	Annual Employer Contribution	Annual Employee Deduction	Annual Savings Employer	Annual Savings Employee				
CMM 1000 Single	\$ 8,208.00	\$ 756.00	\$ 7,368.24	\$ 624.72	\$ 839.76	\$ 131.28	6	\$ 5,038.56	\$ 787.68	
CMM 1000 Family	\$ 15,937.80	\$ 6,466.20	\$ 14,640.00	\$ 5,729.76	\$ 1,297.80	\$ 736.44	4	\$ 5,191.20	\$ 2,945.76	
CMM 1500 Single	\$ 8,208.00	\$ -	\$ 7,368.24	\$ -	\$ 839.76	\$ -	69	\$ 57,943.44	\$ -	
CMM 1500 Family	\$ 15,937.80	\$ 4,582.20	\$ 14,640.00	\$ 4,138.32	\$ 1,297.80	\$ 443.88	68	\$ 88,250.40	\$ 30,183.84	
VEBA Single	\$ 8,208.00	\$ 1,929.00	\$ 7,368.24	\$ 1,782.90	\$ 839.76	\$ 146.10	24	\$ 20,154.24	\$ 3,506.46	
VEBA Family	\$ 15,937.80	\$ 10,402.20	\$ 14,640.00	\$ 8,563.44	\$ 1,297.80	\$ 1,838.76	24	\$ 31,147.20	\$ 44,130.24	
								\$ 207,725.04	\$ 81,553.98	
H.S.A. Single	Not Currently Offered		\$ 7,368.24	\$ -	N/A					
H.S.A. Family			\$ 14,640.00	\$ 3,660.72						
	Total Savings:							\$ 289,279.02		

Monthly Premium Comparison

Plan Type	Annual Deductible (In-Network)	Out-Of-Pocket (OOP) Max	Blue Cross Renewal Premiums	Health Partners Proposed Premiums
CMM 1000 Single	\$ 1,000.00	\$ 2,000.00	\$ 672.50	\$ 666.08
CMM 1000 Family	\$ 3,000.00	\$ 4,000.00	\$ 1,680.50	\$ 1,697.48
CMM 1500 Single	\$ 1,500.00	\$ 3,000.00	\$ 615.50	\$ 614.02
CMM 1500 Family	\$ 4,000.00	\$ 5,000.00	\$ 1,539.00	\$ 1,564.86
VEBA Single	\$ 1,850.00	\$ 1,850.00	\$ 664.50	\$ 675.34
VEBA Family	\$ 3,700.00	\$ 3,700.00	\$ 1,784.50	\$ 1,721.12
H.S.A. Single	\$ 2,600.00	\$ 2,600.00	\$ 577.00	\$ 596.42
H.S.A. Family	\$ 5,200.00	\$ 5,200.00	\$ 1,441.00	\$ 1,525.06

Lower Premium

PINE COUNTY PUBLIC HEALTH PLANNING COMMITTEE

Minutes

August 9, 2016, 8:00 a.m.

**Board Room, Pine County Courthouse
Pine City, Minnesota**

Members present: Commissioner Chaffee, Commissioner Hallan, Commissioner Ludwig

Others Present: Nurse Consultant Janelle Schroeder, County Administrator David Minke; Health Public Health Supervisor Kathy Filbert, Nurse Supervisor Lori Fore, and Public Health Educator Hailey Freedlund.

Commissioner Ludwig called the meeting to order at 8:00 a.m.

Agenda Addition: Introduction/welcome to Hailey Freedlund.

Motion by Commissioner Chaffee to approve the amended Agenda. Second by Commissioner Hallan. Motion carried 3-0.

Motion by Commissioner Hallan to approve the Minutes of the July 12, 2016 Public Health Planning Committee. Second by Commissioner Chaffee. Motion carried 3-0.

Review Public Health Role/Response to July Flood

- Lori Fore and Becky Foss attended the initial meeting in Sandstone on July 12, 2016.
- Contacted Kanabec-Pine Community Emergency Preparedness Coordinator. On Thursday/Friday/Saturday Public Health assisted with sandbags. Flood related information was posted on the county website.
- On Friday, July 15, Pine County and the Minnesota Pollution Control Agency investigate possible contamination from waste water treatment/stabilization ponds. An estimated 8-12 wells were tested -- results were received within 24 hours – all tested negative.

Health Equity Discussion

Kathy reviewed the Minnesota Department of Health's (MDH) efforts to address health equity. Minnesota is generally a healthy state compared to others, but there is a significant disparity in impact that often follows socioeconomic lines. One example of addressing health equity is Chisago County which provides free transportation to farmers markets.

Topics to consider include "Health in all polices" and working with the Mille Lacs Band of Ojibwe.

Food, Pools, and Lodging Inspection

Kathy reviewed the pros/cons of doing licensing local. The county would need to hire/contract with a sanitarian. License fees likely do not cover the cost of the inspections. Should the county consider other inspections such as electrical and plumbing inspections?

2017 Public Health Budget Overview

Lori Fore, Becky Foss, Kathy Filbert, and Michelle Kelash have been meeting to review and prepare the 2017 budget. Have been adding grant revenues from the state.

Future agenda items:

Health Equity

With no further discussion, the meeting adjourned at 9:22 p.m.

PINE COUNTY PERSONNEL COMMITTEE
Minutes
August 9, 2016 9:30 am
Commissioners' Conference Room, Pine County Courthouse
Pine City, Minnesota

Members: Commissioner Chaffee, Commissioner Ludwig

Others Present: County Administrator David Minke, County Attorney Reese Frederickson, Land Services Director Kelly Schroeder, Sheriff Jeff Nelson, PCSO Office Manager Denise Baran, Jail Administrator Rodney Williamson, Health and Human Services Income Maintenance Supervisor Peggy Brackenbury, Human Resources Manager Connie Mikrot

- A. Meeting was called to order at 9:30 am.
 - B. Motion made by Commissioner Ludwig to approve the minutes from the July 12, 2016 Personnel Meeting. Second by Commissioner Chaffee. Motion passed 2-0.
 - C. Motion made by Commissioner Ludwig to approve the August 9, 2016 agenda. Second by Commissioner Chaffee. Motion passed 2-0.
1. Land Services
 - a. Motion made by Commissioner Chaffee to acknowledge the resignation of temporary-PT Watercraft Inspector James Cherewan effective July 12, 2016. Second by Commissioner Ludwig. Motion passed 2-0.
 2. PCSO
 - a. Motion made by Commissioner Ludwig to acknowledge the resignation of probationary PT Dispatcher Sherri Potter effective August 1, 2016 and approve backfill of the position. Second by Commissioner Chaffee. Motion passed 2-0.
 3. Jail
 - a. Motion made by Commissioner Ludwig to acknowledge the resignation of FT Jail Sergeant Nathan Champion effective August 5, 2016 and approve backfill of the position and any subsequent vacancies that may occur due to internal promotions. Second by Commissioner Chaffee. Motion passed 2-0.
 - b. Motion made by Commissioner Ludwig to acknowledge the resignation of PT Corrections Officer Morgan McConnell effective August 13, 2016 and approve backfill of the position. Second by Commissioner Chaffee. Motion passed 2-0.
 - c. Discussion was held on Jail staffing needs and challenges faced to ensure sufficient staff coverage to meet Department of Corrections (DOC) requirements, manage increased intake levels, reduce forced overtime, and meet training requirements without excessive overtime. Motion was made by Commissioner Chaffee to reclassify one vacant FT Jail Sergeant position grade B31 to FT Correction Officer grade B23 and to add one (1) Full-Time (FT) Corrections Officer at grade B23, bringing total FT Jail Sergeant Positions to 5 and FT Corrections Officers to 33 positions. Second by Commissioner Ludwig. Motion passed 2-0.

4. HHS
 - a. Motion made by Commissioner Chaffee to acknowledge the resignation of probationary FT Office Support Specialist Tatyana Starinets effective July 25, 2016 and approve backfill of the position. Second by Commissioner Ludwig. Motion passed 2-0.

5. Administration
 - a. Discussion was held on increased administrative support needs in the Administrator and Land Services departments to keep up with increased work volumes in Human Resources and Zoning. Motion was made by Commissioner Ludwig to approve the addition of one (1) Full-Time Office Support Specialist at grade A13 to assist with Administrator and Land Services departments. Second by Commissioner Chaffee. Motion passed 2-0.

 - b. Update was provided to committee on the class and comp study process. HR Manager Connie Mikrot will be distributing updated job descriptions to employees for review, along with the process for requesting reconsideration of any addition or changes to the job description. Once that step has been completed, final position and grades will be brought back to the Personnel Committee for review and then review by the county board.

6. Other
 - a. None.

7. Meeting was adjourned at 10:50 am.



AGENDA REQUEST FORM

Date of Meeting: August 16th, 2016

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

Agenda Item: 2016 Emergency Management Performance Grant

Department: Pine County Sheriff's Office/EM


Department Head signature

Background information on Item:

The 2016 Emergency Management Performance Grant has been used for equipment purchases in recent years. We also have to complete multiple requirements through the state for emergency management. The grant does help alleviate the costs of training, conferences, and exercises, which are all mandatory.

Action Requested:

The Pine County Sheriff's Office respectfully asks for the approval and signing of the 2016 EMPG Grant.

Financial Impact:

This grant has always been a matching grant. Director, Deputy Director and Coordinator's salaries are used as a soft match for the matching requirement.



Minnesota Department of Public Safety ("State") Homeland Security and Emergency Management Division 445 Minnesota Street, Suite 223 St. Paul, Minnesota 55101	Grant Program: Emergency Management Performance Grant 2016 Grant Agreement No.: A-EMPG-2016-PINECO-061
Grantee: Pine County 635 North Ridge Drv.N.W. Pine City, MN 55063	Grant Agreement Term: Effective Date: 1/1/2016 Expiration Date: 12/31/2016
Grantee's Authorized Representative: Jeffrey Nelson 635 North Ridge Drv.N.W., Suite 100 Pine City, MN 55063 Phone: (320) 629-8380 e-mail: jeffrey.nelson@co.pine.mn.us	Grant Agreement Amount: Original Agreement \$ 21,864.00 Matching Requirement \$ 21,864.00
State's Authorized Representative: Matti Gurney Homeland Security and Emergency Management 445 Minnesota St., Suite 223 St. Paul, Minnesota 55101 Phone: 651-201-7422 Matti.Gurney@state.mn.us	Federal Funding: CFDA 97.042 State Funding: none Special Conditions: None

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant agreement.

Term: Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved Emergency Management Performance Grant 2016 Application ("Application") which is incorporated by reference into this grant agreement and on file with the State at Homeland Security and Emergency Management Division, 445 Minnesota Street, Suite 223, St. Paul, Minnesota 55101. The Grantee shall also comply with all requirements referenced in the Emergency Management Performance Grant 2016 Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant agreement.

Budget Revisions: The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

Matching Requirements: (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.



Payment: As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

Grant Agreement No. A-EMPG-2016-PINECO-061/ PO# 3000041737

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

2. GRANTEE

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Distribution: DPS/FAS
Grantee
State's Authorized Representative

2016 (EMPG) Emergency Management Performance Grant

EXHIBIT A

Organization: Pine County

A-EMPG-2016-PINECO-061

Budget Summary (Report)

EMPG			
Budget Category	Award	Match	
Planning			
IPADs / phones	\$3,614.00	\$0.00	
Total	\$3,614.00	\$0.00	
Training			
Training, mileage, dues	\$4,000.00	\$0.00	
Total	\$4,000.00	\$0.00	
Equipment			
Projector, Lap top/notebook, trailer	\$14,250.00	\$0.00	
Total	\$14,250.00	\$0.00	
Organization			
Salaries to support EM department	\$0.00	\$21,864.00	
Total	\$0.00	\$21,864.00	
Total	\$21,864.00	\$21,864.00	
Allocation	\$21,864.00	\$21,864.00	
Balance	\$0.00	\$0.00	



AGENDA REQUEST FORM

Date of Meeting: 8/16/2016

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

Agenda Item: Update regarding out-of-home placements

Department: HHS

Rebecca Foss
 Department Head signature

Background information on Item:

On a monthly basis, Cathy Clemmer provides an update to HHS on monthly out-of-home placement costs. I have attached the most recent report for your review. HHS has noticed an upward trend in the last two months pertaining to out-of-home placement costs. A piece of data that is consistently reviewed by HHS and Probation is a snapshot look at out-of-home placements on the 20th of each month. On January 20, 2016, there were 54 children in placement. On July 20, 2016, there were 75 children in placement. Expenses related to probation out-of-home placements are well under budget. HHS does not expect an issue with coming under projected expenses for its 2016 out-of-home placement budget. However, if this trend continues, we will have to maintain the current allocations to the out-of-home placement budget for 2017.

Of special note, \$214,415 of the \$404,815 (or 53%) expended in what are traditionally considered the child protection line items are expenses related to ICWA placements. Of the 71 HHS placements on July 20, 2016, 38 (about 54%) were placements that fall under the provision of ICWA (the Indian Child Welfare Act). Of those 38 children in placement, 36 (approximately 95%) are having their cases heard in Tribal Court.

Action Requested:

N/A- The information is being provided to keep the County Board informed of out-of-home placement trends and expenditures.

Financial Impact:

There are significant financial and social costs associated with out-of-home placements. HHS budgeted a total of \$1,487,000 for 2016 out-of-home placements. HHS does not expect that there will be any issue with coming under budget for 2016 placement expenses. However, the County Board should be aware that the placement numbers are increasing. Most of these placements are occurring in child protection.

OUT OF HOME PLACEMENT COSTS

	2015	2016	Budget 2016
			1,487,000
January	\$ 176,998	\$ 98,062	\$ 1,388,938
February	\$ 132,252	\$ 96,459	\$ 1,292,479
March	\$ 111,657	\$ 70,197	\$ 1,222,282
April	\$ 86,606	\$ 105,632	\$ 1,116,650
May	\$ 120,628	\$ 90,234	\$ 1,026,416
June	\$ 135,338	\$ 126,152	\$ 900,264
July	\$ 101,061	\$ 123,593	\$ 776,671
August			
September			
October			
November			
December			
Running Total	\$ 864,540	\$ 710,329	

Expenditures listed are on a cash basis and are reflective of actual dollars expended



AGENDA REQUEST FORM

Date of Meeting: 08/16/2016

- County Board**
 - Consent Agenda
 - Regular Agenda
 - Personnel Committee
 - Other _____
- 5 mins 10 mins 15 mins Other (20-30 mins)

Agenda Item: Presentation of information related to sex-trafficked youth

Department: HHS

Rebecca Fos
Department Head signature

Background information on Item:

Beth Jarvis and Bonnie Rediske from Pine County Health and Human Services will be presenting information to the County Board pertaining to our multi-disciplinary response to sex-trafficked youth. Pine County is a high-risk area for this type of activity. The presentors will share statistics/data from the State of MN. They will also include information about statutes guiding our response, along with DHS requirements to runaway youth.

Action Requested:

N/A- the presentation is for informational purposes only.

Financial Impact:

N/A



AGENDA REQUEST FORM

Date of Meeting: August 16, 2016

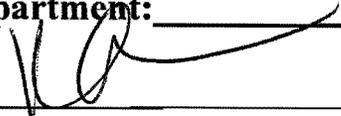
- County Board**
 - Consent Agenda
 - Regular Agenda 5 mins. X 10 mins. ___ 15 mins. ___ Other ___

Personnel Committee

Other _____

Agenda Item: Clean Water Partnership Loan Resolution & Note

Department: Land Services



Department Head signature

Background information on Item:

As discussed at the August 2, 2016 County Board meeting, Pine County was awarded a \$600,000 Clean Water partnership Loan with the Minnesota Pollution Control Agency to provide citizens with a low-interest loan program to replace their non-compliant septic systems. The last requirement to implement the program is to pass a bond resolution and general obligation note regarding the program. Cathy Clemmer, County Auditor-Treasurer, worked with Dorsey & Whitney to draft these documents.

Action Requested:

Consider approving Resolution 2016-48, the General Obligation Note with the MPCA, and authorizing the county board chair and County Auditor Treasurer to sign both documents.

Financial Impact:

The cost incurred of \$1,750 to Dorsey & Whitney will be paid out of and are within the 2016 Zoning office budget. All costs associated with this program will be recouped from the application fee and the interest on the loans which is set by the County Board based on current market conditions (which will be brought to the board after the required public hearing on September 6, 2016 to set the fee).

[Pine County SSTS Upgrades Project]

PINE COUNTY, MINNESOTA
RESOLUTION NO 2016-48

RESOLUTION RELATING TO THE MINNESOTA
POLLUTION CONTROL AGENCY CLEAN WATER
PARTNERSHIP; AUTHORIZING THE COUNTY TO BORROW
MONEY FROM THE MINNESOTA POLLUTION CONTROL
AGENCY AND TO LEND MONEY TO ELIGIBLE
PARTICIPANTS AND ELIGIBLE LENDERS TO FUND
PROJECTS FOR THE CONTROL AND ABATEMENT OF
WATER POLLUTION

BE IT RESOLVED by the County Board of Commissioners of Pine County, Minnesota (the "Sponsor"), as follows:

Section 1. Authorization and Findings.

1.01. The Sponsor, a political subdivision of the State of Minnesota, is authorized and empowered by the provisions of Minnesota Statutes, Sections 103F.701 to 103F.761, as amended (the "Act"), to borrow money from the Minnesota Pollution Control Agency (the "MPCA") for the purpose of funding a revolving loan program under the Minnesota Clean Water Partnership, as provided in the Act. The Sponsor proposes to enter into a financing agreement (the "MPCA Agreement") with the MPCA pursuant to which the Sponsor shall borrow money from the MPCA (the "MPCA Loan") from time to time and lend the proceeds thereof to persons entitled to receive such loans under the MPCA Agreement ("Eligible Participants"), or may agree that loans to the Eligible Participants will be made by local lending institutions ("Eligible Lenders"), such loans to be documented by loan agreements between the Sponsor and each Eligible Participant or Eligible Lender (the "Project Loan Agreements"), in furtherance of the "Project Work Plan" as provided in the MPCA Agreement. The Sponsor may at any time determine to make project loans directly to Eligible Participants, rather than through Eligible Lenders, and in such case the references herein to Eligible Lenders and Project Loan Agreements shall be deemed to refer to Eligible Participants and the loan agreements between the Sponsor and the Eligible Participant.

1.02. The Sponsor is authorized to borrow money and issue its general obligation note (the "Note") to the MPCA under the Act, in evidence of the MPCA Loan. Under the Act, no election is required to authorize the issuance of the Note, and the Note shall not constitute an indebtedness of the Sponsor within the meaning of any constitutional or statutory provisions or limitations. The Chairperson and County Auditor-Treasurer are hereby authorized to approve the final terms of the Note, and their execution and delivery of the Note shall evidence such approval. The terms of the Note, as so executed and delivered, shall be deemed to be incorporated herein by reference.

1.03. The Sponsor intends to make loans in amounts which will require the Sponsor to issue the Note in an aggregate principal amount not exceeding \$900,000, but recognizes that the

MPCA Agreement referred to in Section 1.02 hereof permits the Sponsor to draw up to \$600,000 on the Note at this time. The remaining \$300,000 (or so much thereof as may be required) principal amount of the Note may be drawn only when the Sponsor and the MPCA have executed a new or amended MPCA Agreement permitting additional amounts to be drawn on the Note.

1.04. The execution and delivery of the MPCA Agreement, the form of which is attached hereto as Exhibit A, is, in all respects, hereby authorized, approved and confirmed, and the Chairperson and County Auditor-Treasurer are hereby authorized and directed to execute and deliver the MPCA Agreement in the form and content attached hereto as Exhibit A, with such changes as the Sponsor's Attorney deems appropriate and approves, for and on behalf of the Sponsor. The Chairperson and County Auditor-Treasurer are hereby further authorized and directed to implement and perform the covenants and obligations of the Sponsor as set forth in or required by the MPCA Agreement.

1.05. The execution and delivery of the Project Loan Agreements and the pledging of the loan payments thereunder for the security of the Note and the interest thereon shall be, and they are, in all respects, hereby authorized, approved and confirmed, and the Chairperson and County Auditor-Treasurer are hereby authorized and directed to execute and deliver, from time to time, the Project Loan Agreements in such form and content as the County Attorney deems appropriate and approves, for and on behalf of the Sponsor. The Chairperson and County Auditor-Treasurer are hereby authorized to approve the final terms of each Project Loan Agreement, and their execution and delivery of such Project Loan Agreement shall evidence such approval.

1.06. Capitalized terms used but not defined herein shall have the meanings given thereto in the MPCA Agreement.

Section 2. The Note.

2.01. The Sponsor has determined that it is necessary and expedient that the Sponsor issue at this time a Note to be designated "General Obligation Note (MPCA) (Pine County SSTS Upgrades Project), Series 2016" (the "Note") to provide moneys to lend to Eligible Participants or Eligible Lenders through the Project Loan Agreements from time to time as the Sponsor shall determine. Pursuant to the Project Loan Agreements, Eligible Participants are required to use the proceeds of the Loan for costs of projects permitted under the MPCA Agreement, and the Eligible Lenders are obligated to use the proceeds of the Lender Loans to make loans to Eligible Participants, as defined in the Project Loan Agreements. The Note shall be substantially in the form attached hereto as Exhibit B; the aggregate principal amount of the Note shall not exceed \$900,000; provided that only \$600,000 may be drawn under the Note until authorized by a new or amended MPCA Agreement. The principal balance of the Note from time to time shall be an amount equal to the aggregate of all MPCA Loan advances theretofore made under the MPCA Agreement, less the amount of any principal repayments or redemptions theretofore made under Sections 2.02 or 2.03 hereof. If the full amount of the MPCA Loan has not been advanced under the MPCA Agreement by June 15, 2020, or such later date as may be provided in a new or amended MPCA Agreement, the MPCA shall, under the provisions of the MPCA Agreement, reduce the principal amount of the MPCA Loan to an amount equal to the total loan amount then

and theretofore advanced, and shall prepare and provide to the Sponsor revised Repayment Schedules for the MPCA Loan. Upon such action by the MPCA, the aggregate principal amount of the Note shall be limited to the principal amount of the corresponding MPCA Loan, and the revised Repayment Schedules shall be deemed to have replaced and superseded the payment schedule of the Note set forth in Section 2.02(c).

2.02. (a) The Note shall bear a date of original issue as of the date of its execution and delivery to the MPCA.

(b) The Note shall bear interest from its date of original issue at an interest rate of 2% per annum, unless any payment provided for in paragraph (c) below is not paid when due, in which case the principal balance of the Note shall bear interest at the rate of 4% per annum, commencing on the day following the date on which such payment was due and continuing until the date on which payment in full thereof is actually received by the MPCA.

(c) The principal balance of the Note, plus the interest which has accrued on the Note at an interest rate of 2% per annum shall be payable in semiannual installments of \$34,579.16 each, payable on June 15 and December 15 in each year, commencing June 15, 2020 (the "Note Payment Dates"). If the Sponsor satisfies the conditions specified in Sections 1.03 and 2.01, and draws amounts in excess of \$600,000 on the MPCA Loan, the schedule and amounts of the semiannual installments shall be amended as provided in the new or amended MPCA Agreement. Interest, if any, which has accrued on the Note at a rate in excess of 2% per annum shall be payable on each Note Payment Date in addition to the regularly scheduled payment of principal and interest on the Note.

2.03. The principal balance of the Note is subject to redemption and prior payment at the option of the Sponsor on any date, upon not less than thirty (30) days written notice to the MPCA, in whole or in part in such amounts as the Sponsor may determine at a redemption price equal to the principal amount being redeemed, together with any accrued interest to the redemption date. If less than all of the principal balance is to be redeemed and prepaid, the Sponsor may elect, in the notice of redemption, to reduce the amount of or eliminate specified semiannual payments; if the Sponsor does not specify otherwise, any partial prepayment will be applied to reduce the amount of the semiannual payments in inverse order of their due dates. Partial redemptions and prepayments shall be made in increments of \$1,000 principal amounts and in minimum amounts of \$1,000.

Section 3. Granting Clauses. The Sponsor, in order to secure the payment of the principal of and interest (if any) on the Note and the performance and observance of each and all of the covenants and conditions herein and therein contained, and for and in consideration of the premises and of the purchase and acceptance of the Note by the MPCA, and for other good and valuable considerations, the receipt whereof is hereby acknowledged, by these presents does hereby grant, bargain, sell, assign, transfer, convey, warrant, pledge and set over, unto the MPCA and to its successors a lien on, security interest in and pledge of the interests of the Sponsor in all Project Loan Agreements hereafter entered into between the Sponsor and Eligible Participants or Eligible Lenders in connection with Loans authorized hereby, and all payments of principal, premium (if any) and interest thereon, and all proceeds thereof. If the Sponsor shall well and truly pay or cause to be paid the principal of the Note and the interest, if any, due or to become

due thereon, at the times and in the manner mentioned in this Resolution and the Note, or shall provide for the payment thereof by depositing with the MPCA sums sufficient to pay the entire amount due or to become due thereon, and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of the MPCA Agreement and this Resolution, to be kept, performed and observed by it and shall pay to the MPCA all sums of money due or to become due to it in accordance with the terms and provisions hereof; then upon such final payment the lien, security interest and other rights hereby granted shall cease, determine and be void.

Section 4. Application of Note Proceeds and Other Moneys; Loan Fund; and Loans.

4.01. The proceeds of the Note shall be equal to, and deemed to be received by the Sponsor at the same time as, the advances of the corresponding MPCA Loan under the corresponding MPCA Agreement. Such proceeds shall be deposited, as received, in the Loan Fund, which is hereby established as a separate bookkeeping account on the books of the Sponsor. Once each month, the Sponsor will determine the amount necessary to fund Loans to Eligible Participants or Eligible Lenders based on Project Loan Agreements entered into subsequent to the last request by the Sponsor for an MPCA Loan advance under the MPCA Agreement, and shall submit a request, in accordance with the MPCA Agreement, for an MPCA Loan advance in the amount necessary to fund such Loans.

4.02. Amounts on deposit in the Loan Fund shall be used to make Loans to Eligible Participants or Eligible Lenders in accordance with Project Loan Agreements, or to pay the principal and interest on the Note. No amounts in the Loan Fund which are required to be disbursed to an Eligible Participant or Eligible Lender under a Project Loan Agreement may be used to pay principal or interest on the Note.

Each Loan shall be made in accordance with the terms of a Project Loan Agreement and the MPCA Agreement. The interest rate and repayment terms of the Loans shall be determined by the Sponsor in accordance with the MPCA Agreement and applicable rules of the MPCA. The proceeds of each Loan must be expended for eligible costs under the Program (including any applicable federal law) and the MPCA Agreement.

Amounts on deposit in the Loan Fund shall be disbursed by the Sponsor pursuant to Participant or Lender Request. The Sponsor shall have no obligation to see to the proper application of the proceeds of the Loans.

Section 5. Funds and Accounts.

5.01. There are hereby established the following Funds and Accounts:

- (a) Loan Fund, as described in Section 4.02 hereof; and
- (b) Note Fund, as described in Section 5.02 hereof.

The Sponsor may also establish by resolution or otherwise within each Fund one or more separate Accounts or Subaccounts relating to a particular Loan or for other purposes.

5.02. Upon receipt of a payment of principal or interest on a Loan, the Sponsor shall deposit such principal and interest in the Note Fund. On or prior to each Note Payment Date, the Sponsor shall withdraw from the Note Fund and pay to the holder of the Note amounts sufficient to pay the principal and interest (if any) on the Note due on such Note Payment Date, including any principal of the Note which has been called for prior redemption.

5.03. For the prompt and full payment of the principal of and interest, if any, on the Note as such payments respectively become due, the full faith, credit and unlimited taxing powers of the Sponsor shall be and are hereby irrevocably pledged. It is, however, presently estimated that the revenues appropriated pursuant to Section 5.02 hereof will provide sums not less than 5% in excess of principal and interest on the Note when due, and therefore no tax levy is presently required.

Section 6. Particular Covenants of the Sponsor. The Sponsor covenants and agrees, so long as the Note shall be Outstanding and subject to the limitations on its obligations herein set forth, that:

(a) It will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Resolution and in the Note; and will promptly pay the principal of and interest, if any, on the Note on the dates, at the places and in the manner prescribed in the Note.

(b) All Loans to Eligible Participants or Eligible Lenders with the proceeds of the Note or from other funds in the Loan Fund shall be evidenced by Project Loan Agreements. The principal of and interest on the Loans shall be due and mature at the times and in the amounts and bear interest at the rates sufficient, with other available funds hereunder, to provide for payments, when due, of principal of and interest on the Note issued hereunder. The Sponsor shall diligently enforce, and take all reasonable steps, actions and proceedings necessary for the enforcement of, all terms, covenants and conditions of all Loans and all Project Loan Agreements with Eligible Participants or Eligible Lenders relating thereto.

(c) The Sponsor shall keep proper books of record and account in which complete and correct entries shall be made of its transactions relating to all Loans and payments and all Funds and Accounts and subaccounts established by this Resolution, which shall at all reasonable times be subject to inspection by the MPCA or their representatives duly authorized in writing.

(d) The Sponsor shall annually, on or before February 1 in each year, prepare and place on file a copy of an annual report for the preceding twelve-month period ended as of the preceding December 31, setting forth in reasonable detail:

(i) a schedule of Loans, Loan payments and the status of the Funds and Accounts established by this Resolution; and

(ii) a schedule of remaining payments and the principal balance of the Note outstanding at the end of such year, together with a statement of the amounts paid, redeemed and advanced during such year.

The report shall also include statements as to a description of the nature of any defaults with respect to any of the Loans.

(e) The Sponsor shall not cause or permit any funds received under the Project Loan Agreements or held in any of the Funds or Accounts established hereunder to be applied in a manner which is in violation of any provisions of the Clean Water Act.

(f) The Sponsor will faithfully keep and observe all the terms, provisions and covenants contained in the MPCA Agreement, this Resolution and the Project Loan Agreements.

Section 7. Certification of Proceedings.

7.01. The County Auditor-Treasurer is hereby authorized and directed to file a certified copy of this resolution in the records of the Sponsor, together with such additional information as required, and to file a certified copy of this resolution with the County Auditor-Treasurer of the County in which the Sponsor is located and obtain from the County Auditor-Treasurer a certificate that the Note has been duly entered upon the County Auditor-Treasurer's bond register.

7.02. The officers of the Sponsor are hereby authorized and directed to prepare and furnish to the MPCA and to Dorsey & Whitney LLP, Bond Counsel, certified copies of all proceedings and records of the Sponsor relating to the Note and to the financial condition and affairs of the Sponsor, and such other affidavits, certificates and information as may be required to show the facts relating to the legality and marketability of the Note as they appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the Sponsor to the facts recited herein.

Adopted: August 16, 2016.

Curtis H. Rossow, Chairperson

Attest: _____
Cathy Clemmer, County Auditor-Treasurer

CERTIFICATE OF COUNTY AUDITOR-TREASURER
AS TO REGISTRATION OF NOTE

The undersigned, being the duly qualified and acting County Auditor-Treasurer of Pine County, hereby certifies that there has been filed with me a copy of a resolution duly adopted on August 16, 2016, by the County Board of Commissioners of Pine County, Minnesota, setting forth the form and details of the County's \$900,000 General Obligation Note (MPCA) (Pine County SSTS Upgrades Project), Series 2016.

I further certify that the issue has been entered on my bond register as required by Minnesota Statutes, Sections 475.62 and 475.63.

WITNESS my hand and official seal on August 16, 2016.

County Auditor-Treasurer

(SEAL)

GENERAL OBLIGATION NOTE (MPCA)
(Pine County SSTS Upgrades Project)

FOR VALUE RECEIVED, the undersigned, Pine County, Minnesota (the "Sponsor"), promises to pay to the order of the Minnesota Pollution Control Agency (the "MPCA"), or its successors and assigns, the principal sum equal to the sum of the amounts entered on Schedule A hereto under "Total Amount Advanced," with interest on each such amount from the date such amount is advanced hereunder at the rate of 2% per annum on the unpaid principal balance until paid, unless any Note Payment provided for in Schedule B hereto is not paid when due, in which case the principal balance of this Note shall bear interest at the rate of 4% per annum, calculated on the basis of a 360-day year made up of 12 months of 30 days each, commencing on the day following the date on which such Note Payment was due and continuing until the date on which payment in full thereof is actually received by the MPCA. The principal balance of the Note and interest thereon at the rate of 2% per annum shall be payable in semiannual installments of \$34,579.16 each, payable on June 15 and December 15 in each year, commencing June 15, 2020 (the "Note Payment Dates"), all subject to revision as required by that certain Project Implementation Loan Agreement No. SRF0303 (the "MPCA Agreement"), and any replacement thereof or amendment thereto between the Sponsor and the MPCA. Interest, if any, which has accrued on the Note at a rate in excess of 2% per annum shall be payable on each Note Payment Date in addition to the regularly scheduled payment of principal and interest on the Note. Each installment shall be in the amount set forth opposite its due date in Schedule B hereto under "Total Note Payment." Upon each disbursement of Loan amounts to the Sponsor pursuant to the MPCA Agreement, the MPCA shall enter (or cause to be entered) the amount advanced on Schedule A under "Advances" and the total amount advanced under the MPCA Agreement, including such disbursement, under "Total Amount Advanced." The principal balance of this Note from time to time shall be equal to the Total Amount Advanced, less the total of all Note Payments then and theretofore made by the Sponsor, and less the amount of any redemptions of principal then or theretofore made as provided below. The MPCA shall prepare Schedule B and revised Schedules B, or cause Schedule B and revised Schedules B to be prepared, as provided in the MPCA Agreement. The maximum principal amount of the Note is \$900,000, but no more than \$600,000 may be advanced hereunder unless and until such additional advances are authorized by the MPCA Agreement.

All payments under this Note shall be payable at MPCA, 520 Lafayette Road, in St. Paul, Minnesota, or such other place as the MPCA may designate in writing.

This Note is issued pursuant to a resolution adopted by the Board of Commissioners of the Sponsor on August 16, 2016 (the "Resolution"), by authority of and in strict conformity with the Constitution and laws of the State of Minnesota thereunto enabling, including Minnesota Statutes, Chapter 103D and Sections 103F.701 to 103F.761, as amended, and pursuant to the MPCA Agreement, the terms and provisions of which are incorporated herein by reference.

The principal balance of this Note is subject to redemption and prior payment at the option of the Sponsor on any date, upon not less than thirty (30) days written notice to the MPCA, in whole or in part in such amounts as the Sponsor may determine at a redemption price

equal to the principal amount being redeemed, together with any accrued interest to the redemption date. If less than all of the principal balance is to be redeemed and prepaid, the Sponsor may elect, in the notice of redemption, to reduce the amount of or eliminate specified semiannual payments; if the Sponsor does not specify otherwise, any partial prepayment will be applied to reduce the amount of the semiannual payments in inverse order of their due dates. Partial redemptions and prepayments shall be made in increments of \$1,000 principal amounts and in minimum amounts of \$1,000, and the MPCA shall revise Schedule B to reflect such partial redemptions and prepayments.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Note in order to make it a valid and binding general obligation of the Sponsor in accordance with its terms, have been done, do exist, have happened and have been performed as so required; that, prior to the issuance hereof the Sponsor has, in and by the Resolution and the MPCA Agreement, covenanted and agreed that it may enter into Project Loan Agreements, by which the proceeds of this Note may be lent to Eligible Participants or to Eligible Lenders to be reloaned to Eligible Participants for the purposes set forth in the MPCA Agreement; the repayments of principal and interest on the Loans would be anticipated to be received at the times and in the amounts required to produce amounts adequate to pay all principal and interest, if any, when due on the Note, but this Note is a general obligation of the Sponsor and the full faith, credit and taxing powers of the Sponsor have been pledged to the payment of principal and interest when due, and ad valorem taxes, if necessary for such purpose, will be levied upon all taxable property in the Sponsor, without limitation as to rate or amount; that all proceedings relative to the improvements financed by this Note have been or will be taken according to law; that the issuance of this Note, together with all other indebtedness of the Sponsor outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the Sponsor to exceed any constitutional or statutory limitation of indebtedness.

In the event of default in the payment of this Note and if the same is collected by an attorney at law, the Sponsor agrees to pay all costs of collection, including a reasonable attorney's fee.

The Sponsor hereby waives presentment for payment, demand, protest, notice of protest and notice of dishonor.

This Note and all instruments securing the same are to be construed according to the laws of the State of Minnesota. Signed this 16th day of August, 2016.

Attest:

PINE COUNTY, MINNESOTA

Cathy, Clemmer County Auditor-Treasurer

By: _____
Curtis H. Rossow, Chairperson

SCHEDULE A

SCHEDULE OF AMOUNTS ADVANCED

<u>Date</u>	<u>Advances</u>	Total Amount <u>Advanced</u>	Notation <u>Made By</u>
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SCHEDULE B

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Total Loan Payment</u>
6/15/20	\$28,339.16	\$6,240.00	\$34,579.16
12/15/20	28,622.55	5,956.61	34,579.16
6/15/21	28,908.77	5,670.38	34,579.16
12/15/21	29,197.86	5,381.30	34,579.16
6/15/22	29,489.84	5,089.32	34,579.16
12/15/22	29,784.74	4,794.42	34,579.16
6/15/23	30,082.59	4,496.57	34,579.16
12/15/23	30,383.41	4,195.74	34,579.16
6/15/24	30,687.25	3,891.91	34,579.16
12/15/24	30,994.12	3,585.04	34,579.16
6/15/25	31,304.06	3,275.10	34,579.16
12/15/25	31,617.10	2,962.06	34,579.16
6/15/26	31,933.27	2,645.89	34,579.16
12/15/26	32,252.60	2,326.55	34,579.16
6/15/27	32,575.13	2,004.03	34,579.16
12/15/27	32,900.88	1,678.28	34,579.16
6/15/28	33,229.89	1,349.27	34,579.16
12/15/28	33,562.19	1,016.97	34,579.16
6/15/29	33,897.81	681.35	34,579.16
12/15/29	34,236.79	342.37	34,579.16



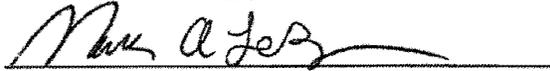
AGENDA REQUEST FORM

Date of Meeting: August 16, 2016

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

Agenda Item: Contract #1404- Final Payment

Department: Pine County Public Works


Department Head signature

Background information on Item:

Final Contract #1404 in the amount of \$141,603.87 to Midwest Contracting, LLC

SAP 058-605-007 Located on CSAH 5; Between CSAH 1 and Kanabec County Line

Action Requested:

Approve final payment to Midwest Contracting, LLC in the amount of \$141,603.87

Financial Impact:

JUL 27 2016



PINE COUNTY HIGHWAY

405 Airport Road NE
Pine City, MN 55063

Project SAP 058-605-007 - CSAH 5 from CSAH 1 to Kanabec County Line
Final Pay Request No. 8

Contractor: Midwest Contracting, LLC
2948 271st Avenue
Marshall, Mn 56258

Contract No. 1404
Vendor No. 3826
For Period: 6/8/2016 - 7/25/2016
Warrant # _____ Date _____

Contract Amounts

Original Contract	\$3,518,992.05
Contract Changes	(\$39,376.59)
Revised Contract	\$3,479,615.46

Work Certified To Date

Base Bid Items	\$3,689,019.51
Backsheet	(\$42,041.59)
Change Order	\$0.00
Supplemental Agreement	\$0.00
Work Order	\$2,665.00
Material On Hand	\$0.00
Total	\$3,649,642.92

Funds Encumbered

Original	\$3,518,992.05
Additional	N/A
Total	\$3,518,992.05

	Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
SAP 058-605-007	(\$43,029.76)	\$3,649,642.92	\$0.00	\$3,508,039.05	\$141,603.87	\$3,649,642.92
			Percent Retained: 0%			
Amount Paid This Final Pay Request					\$141,603.87	

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

Approved By

Mark A. Lopez
County/City/Project Engineer

7/25/16
Date

Approved By Midwest Contracting, LLC

Kim Boe
Contractor Kim Boe - Secretary/Treasurer

August 1, 2016
Date



AGENDA REQUEST FORM

Date of Meeting: August 16, 2016

- County Board**
 - Consent Agenda
 - Regular Agenda

5 mins 10 mins 15 mins Other

Personnel Committee

Other _____

Agenda Item: Award Contract #1603

Department: Pine County Public Works

Mark A. LeB
Department Head signature

Background information on Item:

Contract #1603

SAP 058-614-016 On CSAH 14, 1.5 miles East of CSAH 13 over Pokegama Creek
SAP 058-599-042 On Milburn Road, 0.1 miles South of CSAH 3 over Co Ditch #2

Action Requested:

Award based on lowest tabulation by County Engineer

Financial Impact: