



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, September 15, 2015, 10:00 a.m.
Board Room, Pine County Courthouse
Pine City, Minnesota

- A) Call meeting to order
- B) Pledge of Allegiance
- C) Public Forum. Members of the public are invited to speak on items not on the agenda. Each speaker should state his/her name and limit comments to three (3) minutes.
- D) Adopt Agenda
- E) Approve Minutes of September 1, 2015 County Board Meeting and Summary for publication.
- F) Approve Minutes of September 8, 2015 Special Meeting-Committee of the Whole (Budget).
- G) Minutes of Boards, Committees and Correspondence
 - Pine County HRA Senior Housing Regular Minutes – June 24, 2015
 - Methamphetamine Task Force Minutes – July 13, 2015
- H) Approve Consent Items

CONSENT AGENDA

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

1. Review August, 2015 Cash Balance (attached)

Fund	August 31, 2014	August 31, 2015	Increase(Decrease)
General Fund	2,734,749.42	3,828,493.61	1,093,744.19
Health and Human Services Fund	519,459.68	544,061.51	24,601.83
Road and Bridge Fund	10,174,531.63	2,910,941.14	(7,263,590.49)
Land Management Fund	1,307,223.65	1,727,380.39	420,156.74
TOTAL (inc non-major funds)	16,050,592.01	10,399,530.74	(5,651,061.27)

2. Application for Abatement

Consider:

Donald & Amanda Brown, 19289 Praha Avenue, Pine City, PID 18.5026.000, pay 2015.

3. Tobacco License

Consider approval of a tobacco license for a new establishment in Hinckley: KWIK TRIP #186.

4. Donation

Consider acceptance of \$200 donation to the Pine County Sheriff's Reserve Fund from the Sandstone Chamber of Commerce to be used to help offset the cost for equipment.

REGULAR AGENDA

1. Introduction of New Employee

Introduction of Probation Agent Karly Kostich by Probation Director Terry Fawcett.

2. Facilities Committee

The Facilities Committee met September 2, 2015. Minutes Attached. Information only, no board action necessary.

3. Personnel Committee

Pine County Personnel Committee met September 8, 2015 and made the following recommendations (Minutes attached):

HHS

Approve the backfill of the case aide position due to internal promotion effective August 31, 2015.

Sheriff

Acknowledge the probationary termination of part-time dispatcher Samantha Sauter effective August 17, 2015.

Administrator

Approve the transition of the payroll clerk position to the Auditor-Treasurer office.

Other items are for informational purposes only.

4. Juvenile Sex Offender Recidivism Study

Presentation by Probation Director Terry Fawcett. Information only, no board action necessary.

5. Off Highway Vehicle Enforcement Grant

Approve 2016-17 Off Highway Vehicle Safety Grant in the amount of \$17,852 and authorize Board Chair and County Administrator to sign. Reimbursement will be up to \$8,926 in fiscal year 2016 for expenses incurred between the effective date of the grant and June 20, 2016, and \$8,926 in fiscal year 2017 for expenses incurred between July 1, 2016 and June 30, 2017. No matching funds are required; grant will be used for enforcement, equipment and training for the community.

6. Joint Powers Agreement for LETG Connection with Mille Lacs Band of Ojibwe

Consider approval of amended Joint Powers Agreement Between Pine County, the Mille Lacs Band of Ojibwe, and Mille Lacs County and authorize Board Chair, County Administrator and County Attorney to sign.

7. Commissioner Updates

Soil & Water Conservation District
Comprehensive Land Use Plan Steering Committee
Central Minnesota Jobs and Training Service
East Central Solid Waste Commission
East Central Regional Library
Other

8. Other

9. Upcoming Meetings –(Subject to Change)

- a. **CANCELLED - Technology Committee, Tuesday, September 15, 2015, 8:30 a.m.**, Commissioners' Conference Room, Courthouse, Pine City, Minnesota.
- b. **Pine County Board Meeting, Tuesday, September 15, 10:00 a.m.**, Board Room, Courthouse, Pine City, Minnesota.
- c. **Special Meeting-Committee of the Whole (Budget), Tuesday, September 15, to commence after regular county board meeting**, Board Room, Courthouse, Pine City, Minnesota.
- d. **Kanabec-Pine Community Health Board, Wednesday, September 16, 2015, 9:00 a.m.**, Kanabec County Courthouse, Mora, Minnesota.
- e. **AMC Policy Committee Meeting, Thursday-Friday, September 17-18, 2015**, Breezy Point Resort, Pequot Lakes, Minnesota.
- f. **Rush Line Corridor Task Force, Thursday, September 17, 2015, 3:30 p.m.**, Maplewood Community Center, 2100 White Bear Avenue No., Maplewood, Minnesota.
- g. **Arrowhead Counties Association, Friday, September 18, 2015, 7:30 a.m.**, Breezy Point Resort, Pequot Lakes, Minnesota.
- h. **Lakes & Pines, Monday, September 21, 2015, 10:00 a.m.**, 1700 Maple Avenue East, Mora, Minnesota.
- i. **Special Meeting-Committee of the Whole (Budget), Tuesday, September 22, 2015, 9:00 a.m.**, Board Room, Courthouse, Pine City, Minnesota.
- j. **Special Meeting-City-County Relations, Tuesday, September 22, 2015, 7:00 p.m.**, Jury Assembly Room, Courthouse, Pine City, Minnesota.
- k. **Special Meeting-Soil & Water Conservation District, Wednesday, September 23, 2015, 9:30 a.m.**, Board Room, Courthouse, Pine City, Minnesota.
- l. **NLX, Wednesday, September 23, 2015, 10:00 a.m.**, Jury Assembly Room, Courthouse, Pine City, Minnesota.
- m. **Pine County Law Library, Wednesday, September 23, 2015, 12:00 p.m.**, Law Library, Courthouse, Pine City, Minnesota.
- n. **Negotiations w/Teamsters, Thursday, September 24, 2015, 9:00 a.m.**, Commissioners' Conference Room, Courthouse, Pine City, Minnesota.
- o. **Northeast Regional Radio Board, Thursday, September 24, 2015, 10:00 a.m.**, Jail Training Room, Courthouse, Pine City, Minnesota.
- p. **Snake River Watershed, Monday, September 28, 2015, 9:00 a.m.**, Kanabec County Courthouse, Mora, Minnesota.
- q. **Negotiations w/AFSCME, Monday, September 28, 2015, 9:00 a.m.**, Commissioners' Conference Room, Courthouse, Pine City, Minnesota.
- r. **Lakes & Pines Annual Meeting, Thursday, October 1, 2015, 10:00 a.m.**, 1700 Maple Avenue East, Mora, Minnesota.
- s. **East Central Regional Juvenile Center Advisory Committee, Thursday, October 1, 2015, 12:00 p.m.**, ECRJC, 7565 Fourth Avenue, Lino Lakes, Minnesota.
- t. **Soil & Water Conservation District, Thursday, October 1, 2015, 3:00 p.m.**, Public Health Building, Sandstone, Minnesota.
- u. **Pine County Board Meeting, Tuesday, October 6, 2015, 10:00 a.m.**, Public Health Building, Sandstone, Minnesota.

➤ **Board to Recess and Reconvene as a Committee of the Whole – Budget Committee**

- A. Extension Budget
- B. Review General Fund and discuss options for property tax levy

10. **Adjourn**

Future Budget Meetings:

- September 22: SWCD; finalize preliminary budget and property tax levy. If unable to finalize the preliminary levy and budget, the board could call a special meeting for September 29.
- September 29 (if necessary)

**MINUTES OF THE
PINE COUNTY BOARD MEETING
Regular Meeting
And
Committee of the Whole**

**Tuesday, September 1, 2015, 10:00 a.m.
Public Health Building, Sandstone, Minnesota**

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

The Pledge of Allegiance was said.

Chair Hallan called for public comment. Representatives from the Windemere Lake Association were present and expressed their thanks for the past monetary contribution which was used for eurasian milfoil management.

Chair Hallan requested the following revisions to the Agenda:

Consent:

Add 4e: Consider approval of the hiring of Property Appraiser Molly Benoit, effective September 17, 2015, \$16.59 per hour, B24, step 2.

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

Commissioner Ludwig moved to approve the Minutes of the August 18, 2015 County Board Meeting and Summary for publication. Second by Commissioner Rossow. Motion carried 4-0.

Commissioner Mohr moved to approve the Minutes of the August 25, 2015 Special Meeting and Committee of the Whole (Budget). Second by Commissioner Rossow. Motion carried 4-0.

Minutes of Boards, Committees and Correspondence

Pine County Land Surveyor Monthly Report, August 2015

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

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

CONSENT AGENDA

1. August, 2015 Disbursements

Approve Disbursements Journal Report, August 1, 2015 – August 31, 2015.

2. Liquor Licenses

Approve On/Off Sunday Liquor Licenses for Countryside Campground, LLC and Tommy's Lakeside Bar & Grill, LLC.

3. Donation

- a. Accept \$300 donation from the Hinckley Chamber and designate to the Pine County Sheriff's Reserve Fund to be used to offset the cost of uniforms and equipment.
- b. Accept \$500 anonymous donation and 21 \$5 McDonalds gift cards to the Pine County Sheriff's Office to be used for the 'Shop with a Cop' program.

4. Personnel/New Hire

- a. Approve the appointment of Karly Kostich as Probation Agent, starting at DOC Corrections Agent salary grid - \$38,524 annually, effective September 14, 2015.
- b. Approve the hiring of Erin Mans as a Registered Nurse in the Family Health Unit of Public Health, \$21.87 per hour, C42, Step 3, effective September 22, 2015.
- c. Approve the hiring of Ericka Taylor as a Child Protection Social Worker, \$19.54 per hour, C42, Step 1, effective September 2, 2015.
- d. Approve the promotion of part-time Corrections Officer Andrea Stephani to full-time Corrections Officer effective September 2, 2015.
- e. Approve the hiring of Molly Benoit as a Property Appraiser, \$16.59 per hour, B24, step 2, effective September 17, 2015.

REGULAR AGENDA

1. East Central Regional Library Board Appointment

Chair Hallan stated Margery Swanson resigned her seat as Pine County's representative on the East Central Regional Library Board. Swanson's three-year term expires at the end of 2015.

Motion by Commissioner Rossow to appoint Judy Scholin as Pine County's representative on the East Central Regional Library Board for the remainder of 2015. Second by Commissioner Ludwig. Motion carried 4-0.

2. Comprehensive Plan Steering Committee Appointments

Chair Hallan stated as Planning Commissioners from Districts from 4 and 5 were previously appointed to the Comprehensive Plan Steering Committee at the August 18, 2015 board meeting, the three remaining public appointments will be from Districts 1, 2 and 3 to have equal representation from all districts on the committee.

Motion by Commissioner Mohr to appoint James Sloan (District 1), Alan Hancock (District 2), and John Von Rueden (District 3) to the Comprehensive Plan Steering Committee. Second by Commissioner Rossow. Motion carried 4-0.

3. 2014 Financial Statement

County Auditor-Treasurer Cathy Clemmer stated the 2014 audit was complete, with an unmodified opinion. Discussion was held regarding the 2015 annual audit commitment to the state auditor's office. It was the consensus of the board to, in the spring of 2016, review the selection of an auditor for the 2017 annual audit.

Motion by Commissioner Rossow to accept and authorize publication of the 2014 Pine County Financial Statement. Seconded by Commissioner Ludwig. Motion carried 4-0.

4. Pine County Budget Process, Policy & Procedures adopted 06-17-08

County Auditor-Treasurer Cathy Clemmer stated a necessity to update the Pine County Budget Process, Policy & Procedures which was originally adopted in 2008. The update would reflect an increase in the budget committee from the then two commissioners to the current five county board commissioners.

Motion by Commissioner Ludwig to approve and adopt the amended Pine County Budget Process, Policy & Procedures and authorize Board Chair and County Administrator to sign. Second by Commissioner Mohr. Motion carried 4-0.

5. 2015 Emergency Management Performance Grant

Emergency Management Coordinator Denise Baran presented information regarding the 2015 Emergency Management Performance Grant from the State of Minnesota in the amount of \$21,026; a matching contribution from Pine County in the amount of \$21,026 is required, however a county in-kind match has already been made. No further expenditure of matching funds will be necessary for this grant.

Motion by Commissioner Ludwig to approve the 2015 Emergency Management Performance Grant in the amount of \$21,026 and authorize Board Chair and County Administrator to sign. Second by Commissioner Rossow. Motion carried 4-0.

6. State Aid Advance Resolution

County Engineer Mark LeBrun stated his department is planning to implement county state aid street projects (road project #058-607-023) in 2015 which will require funds in excess of those available in the State Aid Regular/Municipal Construction Account. LeBrun requested approval for an advance of funds to complete the project this year. Chair Hallan stated his appreciation to LeBrun for the additional projects he has taken on.

Motion by Commissioner Rossow to approve Resolution 2015-32, County State Aid Highway Funds Advance in the amount of \$1,266,626.91, and authorize Board Chair and County Administrator to sign. Second by Commissioner Mohr. Motion carried 4-0.

7. Commissioner Updates

Kanabec-Pine Community Health Board: Chair Hallan stated Pine and Kanabec counties are concerned about the transition away from UCare (Pine) and South County Health Alliance (Kanabec).

GPS 45:93: Robert Musgrove attended a meeting in the Twin Cities with the GPS 45:93 group meeting with businesses looking to relocate; Musgrove also commented about the economic gardening pilot project with a local business.

Snake River Watershed: Commissioner Mohr stated Education Outreach Coordinator Aaron Johnson was introduced to the committee; a soil health workshop will be held at the McKenzie farm on September 15th.

East Central Regional Development Commission: Chair Hallan stated this was their annual meeting. The ECRDC has shifted the senior aging portion of responsibilities to Family Pathways and will focus more on planning and economic development.

Northeast Regional Radio Board: Chair Hallan stated it was a general meeting.

8. Upcoming meetings were reviewed.

Chair Hallan called for a recess at 10:34 a.m. and stated the Board will reconvene as a Committee of the Whole.

The Board reconvened at 10:43 a.m.

Committee of the Whole

A. Economic Development Action Plan

Economic Development Coordinator Robert Musgrove reviewed the 2015-2016 Economic Development Action Plan with the board requesting input as to revisions. Discussion was held relating to the county's economic development structure, assets, business prospects, economic

gardening, and focus of the economic development office. The board gave direction as to revisions and Musgrove will present the final version of the Action Plan at a future meeting.

Musgrove stated he would like to create an advisory panel to assist in the ongoing economic development effort, stating members may include representatives from the cities of Pine City, Sandstone, Hinckley; the Mille Lacs Band of Ojibwe; and private industry. Chair Hallan appointed himself and Commissioner Mohr as board representatives to the panel. It was the consensus of the board there be a representative at large from each district not represented by a board member. Discussion was held regarding per diem and mileage reimbursement for the advisory panel. A list of boards and committees and per diems and mileage reimbursement will be provided to the board for further discussion.

B. Business Subsidy Policy

The board reviewed the draft Business Subsidy Policy prepared by Coordinator Musgrove. The board gave direction as to revisions and Musgrove will present the final version of the Business Subsidy Policy at a future board meeting.

With no further business, Chair Hallan adjourned the county board meeting and committee of the whole at 12:00 p.m. The next regular meeting of the county board is scheduled for September 15, 2015 at 10:00 a.m. at the Board Room, Pine County Courthouse, Pine City, Minnesota.

Stephen M. Hallan, Chair
Board of Commissioners

David J. Minke, Administrator
Clerk to County Board

**SUMMARY
OF
MINUTES OF THE
PINE COUNTY BOARD MEETING
Regular Meeting
And
Committee of the Whole**

**Tuesday, September 1, 2015, 10:00 a.m.
Public Health Building, Sandstone, Minnesota**

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

The Pledge of Allegiance was said.

Chair Hallan called for public comment. Representatives from the Windemere Lake Association were present and expressed their thanks for the past monetary contribution which was used for eurasian milfoil management.

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

Commissioner Ludwig moved to approve the Minutes of the August 18, 2015 County Board Meeting and Summary for publication. Second by Commissioner Rossow. Motion carried 4-0.

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Accept \$500 anonymous donation and 21 \$5 McDonalds gift cards to the Pine County Sheriff's Office to be used for the 'Shop with a Cop' program.

Approve the appointment of Karly Kostich as Probation Agent, starting at DOC Corrections Agent salary grid - \$38,524 annually, effective September 14, 2015.

Approve the hiring of Erin Mans as a Registered Nurse in the Family Health Unit of Public Health, \$21.87 per hour, C42, Step 3, effective September 22, 2015.

Approve the hiring of Ericka Taylor as a Child Protection Social Worker, \$19.54 per hour, C42, Step 1, effective September 2, 2015.

Approve the promotion of part-time Corrections Officer Andrea Stephani to full-time Corrections Officer effective September 2, 2015.

Approve the hiring of Molly Benoit as a Property Appraiser, \$16.59 per hour, B24, step 2, effective September 17, 2015.

Motion by Commissioner Rossow to appoint Judy Scholin as Pine County's representative on the East Central Regional Library Board for the remainder of 2015. Second by Commissioner Ludwig. Motion carried 4-0.

Motion by Commissioner Mohr to appoint James Sloan (District 1), Alan Hancock (District 2), and John Von Rueden (District 3) to the Comprehensive Plan Steering Committee. Second by Commissioner Rossow. Motion carried 4-0.

Motion by Commissioner Rossow to accept and authorize publication of the 2014 Pine County Financial Statement. Seconded by Commissioner Ludwig. Motion carried 4-0.

Motion by Commissioner Ludwig to approve and adopt the amended Pine County Budget Process, Policy & Procedures. Second by Commissioner Mohr. Motion carried 4-0.

Motion by Commissioner Ludwig to approve the 2015 Emergency Management Performance Grant in the amount of \$21,026. Second by Commissioner Rossow. Motion carried 4-0.

Motion by Commissioner Rossow to approve Resolution 2015-32, County State Aid Highway Funds Advance in the amount of \$1,266,626.91. Second by Commissioner Mohr. Motion carried 4-0.

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A. Economic Development Action Plan

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Chair Hallan appointed himself and Commissioner Mohr as board representatives to the Economic Development Advisory Board. It was the consensus of the board there be a representative at large from each district not represented by a board member.

B. Business Subsidy Policy

The board reviewed the draft Business Subsidy Policy prepared by Coordinator Musgrove. Musgrove will present the final version of the Business Subsidy Policy at a future meeting.

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Stephen M. Hallan, Chair
Board of Commissioners

David J. Minke, Administrator
Clerk to County Board

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

**MINUTES
OF
PINE COUNTY BOARD MEETING
SPECIAL MEETING
and
COMMITTEE OF THE WHOLE/BUDGET COMMITTEE**

**September 8, 2015 – 10:00 a.m.
Pine County Courthouse, Pine City Minnesota**

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

Arla Budd, Executive Director of the Pine County Historical Society, County Engineer Mark LeBrun, Health & Human Services Director Becky Foss, and Sheriff Jeff Nelson attended to present their budget requests.

The pledge of allegiance was said.

It was the consensus of the board to add the Pine County Historical Society Budget request to the agenda.

The county board reviewed the following budgets:

- Pine County Historical Society
- Highway
- Sheriff
- Health & Human Services

With no further business, the meeting adjourned at 12:15 p.m.

Stephen M. Hallan, Chair
Board of Commissioners

David J. Minke, Administrator
Clerk to County Board

.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 24, 2015, at the Sandstone Manor. Commissioners of the HRA present were Board Chair Dorothy Stockamp, Cheri Drilling, Carl Steffen, Jan Oak, and Greg Kvasnicka. Staff member present was Executive Director Janice Gustafson. Guest Robert Althoff, CPA, was present and Sandstone Manor residents Mary Frances Carter, Margot Rising, and Sharon Johnson were 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. Robert Althoff from Althoff & Nordquist, LLC, presented the Pine County HRA audited financial statements for the year-ended December 31, 2014. He reported it was a very good audit and he did not have to make any audit adjustments to the financial statements. A motion was made by G. Kvasnicka and was seconded by C. Steffen to accept the audited financial statements as presented and to thank J. Gustafson for a job well done. Motion carried: Yeas 5, Nays 0.
3. The HRA Board minutes from May 27, 2015, were reviewed by the Board members. A motion was made by C. Drilling and was seconded by J. Oak to accept the minutes. Motion carried: Yeas 5, Nays 0.
4. The monthly financial statements and the investment report were presented by J. Gustafson. A motion was made by C. Steffen and was seconded by Board Chair D. Stockamp to approve the financial statements and the investment report. Motion carried: Yeas 5, Nays 0.
5. Executive Director's Report. The written Executive Director's report was reviewed by Board members.
6. Old Business.
 - a) Vacancies. There are no vacancies at either Manor at this point in time.

- b) Daryl Klocke Construction is scheduled to begin renovating SM #4 the last week in June. At that time, any maintenance work identified as a result of unit inspections will be completed at both Manors.
- c) Quality Carpet Cleaners is scheduled to shampoo SM #4 and all the common areas at the Sandstone Manor on July 1, 2015.
- d) Daryl Klocke Construction is scheduled to begin the landscaping/block work at the Sandstone Manor the end of the first week in July, 2015.
- e) The paperwork for the renewal of the HRA's contract with HUD is in progress and will be submitted by the first week in July, 2015.

7. New Business.

- a) The annual Management Operating Review is scheduled for August 4, 2015. This year's auditor will be Crystal Carlson de Mancina.
- b) The recent weather storm in Pine County and the resultant power outage caused damage at the Sandstone Manor. The control panel on all four laundry machines, the surge protector on the door security system and one of the security cameras were all damaged and required immediate replacement.

8. Residents' Comments/Questions. The three residents who were present, Mary Frances Carter, Margot Rising, and Sharon Johnson addressed the Board members. They stated they were speaking on behalf of all the residents at the Sandstone Manor and that they are displeased with the building security system.

- a) In 2006, the HRA had a lock box installed in the entry way to the Sandstone Manor. Located inside that lock box are two keys--a key which will open the three entrance doors and a master key which will open all resident apartment doors. The Sandstone Fire Department has the key to this lock box.
- b) In 2014, the HRA requested the Sheriff's Department to place a flag on the Sandstone Manor address. If an emergency 911 call is placed from the Sandstone Manor address, the 911 dispatcher will call the Sandstone Fire Department to go to the Sandstone Manor, open the lock box, retrieve the two keys, and make them available to the ambulance crew.
- c) Mary Frances Carter, Margot Rising, and Sharon Johnson told the Board they were not "comfortable" with this arrangement and would like family members, friends, and/or other residents to have keys for their apartments.

- d) Margot Rising indicated she is concerned that if she has a heart attack and the ambulance crew is not at her side within five minutes, she will die. However, she stated security is very important and even if she was very sick she would be unwilling to leave her apartment door unlocked for easy access in case of emergency. The Board members commented to Margot that her daughter, Marsha Clennon, worked full time in Moose Lake and even if Marsha had a key, she would not be able to reach her in five minutes. In addition, the Manor is independent living and even if she were living in her own personal residence, her door would be locked. The resident responded the HRA was treating her like she was "expendable."
- e) After discussion, a motion was made by Board Chair D. Stockamp and was seconded by C. Drilling to allow residents to have the HRA dead bolt lock replaced with a new dead bolt lock at their own expense using the HRA's general contractor. Motion carried: Yeas 5, Nays 0.
- f) The HRA is concerned about the long term security of the building if each resident was in possession of multiple keys which they dispensed as they wished. How would the HRA retrieve these keys after the resident vacated?
- g) The Board instructed J. Gustafson to get an estimate from Daryl Klocke Construction for the installation of a new dead bolt. The cost would include the removal of the HRA dead bolt lock, installation of a new dead bolt lock, and reinstallation of the HRA dead bolt lock when the resident vacates. The resident would take their dead bolt lock and keys with them when they vacated. Four keys will be ordered-- three for the resident and one for the HRA as required by HUD Reg. 4350.3. This information will be forwarded to the residents in writing. The residents were told the estimated costs would probably be \$200-\$300. All three residents were pleased with the option.
- h) Sharon Johnson addressed the Board next and stated she was speaking on behalf of all Sandstone Manor residents. Sharon was very detailed and extremely caustic in expressing how much she "hated" living at the Sandstone Manor. However, in the end she admitted the issues she detailed were without merit. The Board members encouraged her to move to housing where she would be happy; however, she adamantly refused. (After the Board meeting ended but before the Board members left, she got into a loud and profane disagreement with another Sandstone Manor resident Doris Nielsen. Both residents were instructed to cease the argument and leave the Community Room.)

9. A motion was made by C. Steffen and was seconded by J. Oak to adjourn the meeting at 3:45 p.m. Motion carried: Yeas 5, Nays 0.

10. The next HRA Board meeting is scheduled for August 26, 2015, at the Sandstone Manor. The Board members agreed to cancel the July 22, 2015, Board meeting.

Dorothy Stockamp

Dorothy Stockamp
HRA Board Chair

Janice S. Gustafson

Janice S. Gustafson
Executive Director

**Pine County Methamphetamine Task Force
Minutes
July 13, 2015
Pine Government Center, Pine City**

Task Force Mission – To reduce methamphetamine and other illegal drug use and manufacture in Pine County.

Attendance: Amber Chase, Terry Fawcett, Lynette Kuzel, Commissioner Matt Ludwig, Sheriff Jeff Nelson, Jerry Olson, Jen Telander (for Jenifer Rancour), Bonnie Rediske, and Janet Schumacher

Meeting commenced at 3:00 pm by Bonnie Rediske in the Conference Room at the Pine Government Center in Pine City.

1. **Introductions and Welcome** – introductions were made and Bonnie Rediske welcomed all members.
2. **Additions/Changes to the Agenda** – None
3. **Review Minutes of 4/13/15** - *Motion was made by Commissioner Ludwig and seconded by Jerry Olson to approve the minutes. Motion carried.*
4. **Updates from last meeting**
 - **Bonnie Rediske
Fund Balance Report**
 - **\$1,639.34** – Revenue
 - **\$ 55.79** – Expenses
 - **\$5,234.01** - Fund Balance
 - **2015-2016 Grant Awards**

The Committee would like RFP's to go out to the schools again this year as soon as possible. We would like to suggest education be provided to target areas such as tobacco, alcohol, meth, heroin, marijuana, prescription drug use, etc. We would like our deadline for RFPs to be the end of September with the committee to review at the October 12th Task Force Committee meeting.
 - **Strategic Grant thru Kanabec-Pine Community Health**

Recently submitted a grant request to Blue Cross/Blue Shield and hope to be notified by the end of the month. Pine Co HHS sent a letter of support on behalf of the MTF Committee.
 - **Training available to Law Enforcement staff and EMTs**

Shared information of upcoming Mental Health Training in the areas of mental illness, suicide prevention, etc. to assist clients that become involved in crisis situations. These free training opportunities will soon be offered and we would like to get the attendance up.
 - **Grants Awarded**

Child Protection and Law Enforcement staff have recently been awarded scholarships to attend Cornerhouse Training – this training is specific to sexual abuse investigations, forensic training for kids exposed to sexual abuse and significant physical abuse.
 - **New Social Workers**

We are in the process of hiring three new Social Workers – 1 in Adult Services and 2 in Children Services.



AGENDA REQUEST FORM

Date of Meeting: September 15, 2014

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

Agenda Item: August, 2015 Cash Balance

Department: Auditor-Treasurer

Cathy Clemmer
Department Head signature

Background information on Item:

August, 2015 Cash Balance

Action Requested:

Financial Impact:

- **Sheriff Jeff Nelson – Enforcement Update**

The drug take back box was installed in May at the Sheriff's Office and was received free of charge through CVS Pharmacy. The contents that were just recently emptied totaled 64 lbs of drugs. Last year the collection amount that we disposed of was about 300 lbs. Kanabec Co had received funds from First Light to pay for disposal, etc. for the drop off of drugs – they were asked to put the First Light logo on the box. We questioned if they would do this again?

There was a recent drug bust with mostly heroin from the Casino – a fair amount of cash was received from it. There continues to be a lot of heroin, meth, and pills out there.

The East Central Drug Task Force is working out very good. They recently made a presentation to Child Protection, Public Health, etc. staff in Kanabec Co and Jen Telander indicated it was very informative – she was very impressed. Bonnie would like them to present to Pine Co Child Protection staff.

The PCSD has had contact with MN Teen Challenge staff in making presentations in the local schools. Amber indicated that Braham has been involved with them as well in getting the word out to students.

5. **Reports from Members**

- **Lynette Kuzel**

Pills, meth, heroin continue to be drug of choice.

- **Jerry Olson**

Discussed the effects on convenience store income in regards to the reduction in the sale of tobacco items and the fight against promotions and advertising of these products. Talked about compliance checks – can we fund these and/or we should check into applying for a grant? We should continue discussions at these committee meetings even if we would have to pay the salary of a person to do these. Kanabec Co's Drug Free Community Grants pay for alcohol and tobacco compliance checks in Kanabec Co.

Terry Fawcett

Upcoming training August 19th from 10:00 – 1:00 on juvenile sex trafficking. There are new rules under child protection relating to sex trafficking. Kids are disappearing and no one is tracking their whereabouts – ages are from 11 – 17 year olds. The casino is a hot bed for juveniles now. We need to pull together for the benefit of our youth in keeping them safe.

Bonnie Rediske

Bonnie talked about the changes in child protection and the different reports and tight screening involved in them. There were two recent newborns involving opiates and having had no prenatal care for either of these – one was born at 37 weeks with a weight of 4 lbs. Heroin is ticking up as well. We are working hard on documenting for commitment to keep children growing inside of women safe.

She talked about the changes coming July 1st and upcoming changes when doing screenings to assess the situation better.

Amber Chase

Amber talked about the Mille Lacs Band of HHS and the steps to take to combat the opiate problem.

Commissioner Ludwig mentioned that TreeHouse has also been trying to get this same word out.

Substance abuse and truancy overlap a lot. Cheryl is working hard to combat truancy in Pine County. Will start mirroring program panel with parents/children to discuss truancy and if they do not come to the panel, we can file with the court. We will try to mirror here with all population, not just tribal population. The Mille Lacs Band is also working on this in Onamia. It has been up to 70% in Pine City and with grades all the way down to the kindergarten level; we will work hard to try and get a handle on this.

The next meeting is scheduled for Monday, October 12, 2015 from 3:00 pm – 4:30 at Pine County Health & Human Services/Public Health Building in Sandstone.

Meeting adjourned at 3:40 pm. Minutes prepared by Janet Schumacher

Directions to the Pine Government Center in Pine City:

FROM NORTH – Take Interstate 35 South to the first Pine City Exit. At top of exit, take a left (Co Rd 11) and continue to Hwy 61 - turn right and continue to the first set of stop lights – the PGC is on the right – across from Frandsen Bank. Come up the north stairway/elevator to the HHS receptionist area.

FROM SOUTH – Take Interstate 35 North to the first Pine City exit. At top of exit, take a right (Hillside Ave) and continue to Hwy 61 - turn left and continue through the four way stop to the next set of stop lights – the PGC is on the left – across from Frandsen Bank. Come up the north stairway/elevator to the HHS receptionist area.

Directions to the Pine County Health & Human Services/Public Health Building in Sandstone:

FROM NORTH – Take Interstate 35 South to Askov/Finlayson exit. At top of exit, take a right and go to the stop sign, take a left (61/23) to Sandstone. As you approach the 61 Motel on the right, the HHS/Public Health Bldg is on the left.

FROM SOUTH – Take Interstate 35 North to Sandstone exit. At top of exit, take a right. Follow this road, staying to the left of the Y and continue all the way to the stop sign; take a left (61/23) and go about 3 blocks – 61 Motel on the left, the HHS/Public Health Bldg is on the right.

\\Methamphetamine Task Force\Minutes\2015\July 13 min.doc

CATHYJ
9/9/15 11:22AM

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

TREASURER'S CASH TRIAL BALANCE

As of 08/2015



<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
1 General Revenue Fund	3,661,974.35			
Receipts		427,688.76	4,184,041.01	
Disbursements		386,830.64-	3,939,707.61-	
Payroll		753,985.28-	6,206,591.97-	
Journal Entries		2,651.95-	6,128,777.83	
Fund Total		715,779.11-	166,519.26	3,826,493.61
12 Health & Human Services	420	H&Hs-Income Maintenance		
	2,016,009.86			
Receipts		278,105.11	1,076,757.27	
Disbursements		65,502.93-	468,732.35-	
Payroll		145,802.94-	1,262,674.50-	
Journal Entries		2,723.46	743,439.17	
Dept Total		69,522.70	68,789.59	2,104,799.45
12 Health & Human Services	430	H&Hs-Social Services		
	1,961,233.98-			
Receipts		237,323.49	1,878,115.78	
Disbursements		23,035.79-	215,022.65-	
SSIS		170,151.65-	1,683,139.31-	
Payroll		139,117.02-	1,180,719.57-	
Journal Entries		41,897.17	1,304,187.54	
Dept Total		53,083.80-	103,421.79	1,857,812.19-
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)		
	188,681.36			
Receipts		66,466.49	842,649.81	
Disbursements		7,851.88-	507,396.14-	
Payroll		58,120.30-	543,167.90-	
Journal Entries		0.00	207,688.45	

H&Hs
544,061.51

CATHYJ
9/9/15 11:22AM

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

TREASURER'S CASH TRIAL BALANCE

As of 08/2015



<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
Dept Total		494.31	225.78-	188,455.58
Fund Total	243,457.24	16,933.21	191,985.60	435,442.84
 13 Road & Bridge Fund	 1,571,228.77			
Receipts		707,611.39	7,815,594.26	
Disbursements		1,393,602.46-	6,060,423.15-	
Payroll		149,282.49-	1,294,226.87-	
Journal Entries		2,055.00-	878,768.13	
Fund Total		837,328.56-	1,339,712.37	2,910,941.14
 14 Ditch Maintenance (Sr) Fund	 12,031.51			
Journal Entries		0.00	88.97	
Fund Total		0.00	88.97	12,120.48
 20 County-Wide Rehab (Sr) Fund	 189.13			
Receipts		0.00	0.12	
Journal Entries		0.00	0.12	
Fund Total		0.00	0.24	189.37
 21 800 MHz Project Fund	 0.00			
Fund Total		0.00	0.00	0.00
 22 Land Management Fund	 2,089,547.86			
Receipts		277,397.12	1,024,245.09	
Disbursements		3,316.98-	63,551.99-	
Payroll		6,453.50-	62,138.16-	
Journal Entries		0.00	1,260,722.41-	

CATHYJ
9/9/15 11:22AM

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

TREASURER'S CASH TRIAL BALANCE

As of 08/2015



<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
Fund Total		287,626.64	362,167.47-	1,727,380.39
29 Children's Collab (H&Hs) Agency Fund	440	Childrens Collaborative (H&Hs)		
	58,312.24			
Receipts		15,697.00	53,184.00	
Disbursements		0.00	50,941.00-	
Journal Entries		24.06	68.48	
Dept Total		15,721.05	2,311.48	60,623.72
Fund Total	58,312.24	15,721.05	2,311.48	60,623.72
35 2004 Street Reconstruct Bond Fund				
	0.00			
Fund Total		0.00	0.00	0.00
37 County Railroad Authority				
	5,043.78			
Disbursements		0.00	500.00-	
Journal Entries		0.00	299.85	
Fund Total		0.00	200.15-	4,843.63
38 Building Fund				
	7,303.52			
Journal Entries		0.00	51,570.43	
Fund Total		0.00	51,570.43	58,873.95
39 2005A G.O. Jail Bonds				
	993,252.24			
Receipts		0.00	2,909.68	
Disbursements		0.00	1,215,811.26-	
Journal Entries		0.00	754,832.65	
Fund Total		0.00	458,068.93-	535,183.31

CATHYJ
9/9/15 11:22AM

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

TREASURER'S CASH TRIAL BALANCE

As of 08/2015



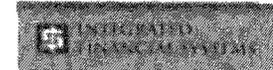
<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
40 2012 G.O. Courthouse Bonds	836,470.66			
Disbursements		0.00	935,350.00-	
Journal Entries		0.00	584,211.48	
Fund Total		0.00	351,138.52-	485,332.14
41 2005 Hra Bonds	0.00			
Fund Total		0.00	0.00	0.00
76 Group Health Ins Fund 5/1/95 (Gen)	712,304.76-			
Receipts		242,033.82	2,012,057.96	
Disbursements		243,328.91-	2,008,905.63-	
Journal Entries		4,208.00	34,504.00	
Fund Total		2,912.91	37,656.33	674,648.43-
80 County Collections Agency Fund	19,014.47			
Receipts		28,619.77	516,457.48	
Disbursements		27,481.09-	515,932.69-	
Journal Entries		636.90	636.90	
Fund Total		1,775.58	1,161.69	20,176.16
82 Taxes And Penalties Agency Fund	963,797.96			
Receipts		286,487.88	21,074,337.75	
Disbursements		83,427.00-	12,134,577.04-	
Journal Entries		0.00	9,054,833.83-	
Fund Total		203,060.88	115,073.12-	848,724.84

CATHYJ
9/9/15 11:22AM

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

TREASURER'S CASH TRIAL BALANCE

As of 08/2015



<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
84 East Central Drug Task Force Agency Fur	103,203.39			
Receipts		619.75	130,057.88	
Disbursements		31,625.23-	134,763.03-	
Journal Entries		162.00-	639.60-	
Fund Total		31,167.48-	5,344.75-	97,858.64
89 H & Hs Collections Agency Fund	6,368.21			
Receipts		52,306.85	532,845.13	
Disbursements		4,761.09-	117,085.13-	
Journal Entries		44,608.40-	374,133.26-	
Dept Total		2,937.36	41,626.74	47,994.95
Fund Total	6,368.21	2,937.36	41,626.74	47,994.95
All Funds	9,858,890.57			
Receipts		2,620,357.43	41,143,253.22	
Disbursements		2,270,764.00-	28,368,699.67-	
SSIS		170,151.85-	1,683,139.31-	
Payroll		1,252,761.53-	10,549,518.97-	
Journal Entries		12.23	1,255.10-	
Total		1,073,307.52-	540,640.17	10,399,530.74

TREASURER'S CASH TRIAL BALANCE COMPARISON

FUND	August 31, 2014 BALANCE	August 31, 2015 BALANCE	DIFFERENCE
1 - GENERAL	2,734,749.42	3,828,493.61	1,093,744.19
12 - H&HS	519,459.68	544,061.51	24,601.83
13 - ROAD & BRIDGE	10,174,531.63	2,910,941.14	(7,263,590.49)
22 - LAND	1,307,223.65	1,727,380.39	420,156.74
TOTAL (incl non-major funds)	\$16,050,592.01	\$10,399,530.74	(5,651,061.27)



AGENDA REQUEST FORM

Date of Meeting: September 15, 2014

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

Agenda Item: Application for Abatement

Department: Auditor-Treasurer

Cathy Clever
Department Head signature

Background information on Item:

Donald & Amanda Brown, 19289 Praha Ave, Pine City, PID 18.5026.000, pay 2015

Action Requested:

Financial Impact:

APPLICATION FOR ABATEMENT - HOMESTEAD FORM

(M.S. 375.192)

DATE: 9/8/15
Abatement # AB15-24

For Taxes Levied In: 2014
And Payable In: 2015

Please Print Or Type

Applicants Name: <u>Donald & Amanda Brown</u>	Applicants Mailing Address: <u>19299 Praha Ave Pine City, MN 55063</u>
Applicant's SSN: <u>on file</u>	
Telephone (Home): _____	
Telephone (Work): _____	

Description Of Property: _____ Property ID or Parcel Number: 18.5026.000
 Street Address: 19299 Praha Ave - Pine City
 Township/City: Mission Creek Twp
 School District: 578

Legal Description: lots 9-12, BLOCK 7
Chalupsky's Addn to Beroun

OWNERSHIP DATA

I/We declare that I/We owned and occupied the property described above for the purpose of homestead on January 2, _____ (or Dec 1, 2003 mid-year homesteads) and that such occupancy began on July 8, 2003 and that my/our ownership is evidenced by a warranty deed dated July 8, 2003 which provides for a sole/shared ownership interest by a total of 1 persons. quit claim deed dated May 24, 2013 placed ownership in two owners names

Minn. Stat., Sec. 375.192. Subd. 1 requires the names and social security numbers of all property owners claiming homestead to verify that they are not receiving more than one homestead. **Your social security number is private information.** If you fail to provide the social security numbers, this property will not be eligible for the homestead classification. State law provides for county government to make social security numbers available only to the Minnesota Department of Revenue.

Owner's Name: Donald Brown III Social Security Number: on file
 Owner's Name: _____ Social Security Number: _____
 Owner's Name: _____ Social Security Number: _____
 Owner's Name: _____ Social Security Number: _____

Applicants Request:

Applicant Requests that the real estate described above be classified for the above year as real estate used for the purposes of a homestead and that the taxable value and the taxes for the above year be reduced accordingly. This statement is a true and full statement of all facts known to the applicant relative to this matter.

Applicant's Signature: [Signature]
Administrative Abatement

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

REPORT OF INVESTIGATION:

I hereby report that I have investigated the statements made in the foregoing application and find the facts to be as follows:
when QCP added a person and owners failed to reapply full homestead was removed-should have just been reduced to 50%.
 The applicant(s) has/have provided the following documentation as proof of occupancy:

[Signature] 9/8/15
 Signature of Investigator Date
 Pine County



AGENDA REQUEST FORM

Date of Meeting: September 15, 2015

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

Agenda Item: Approval of Tobacco License

Department: AUDITOR

Cathy Chaves
Department Head signature

Background information on Item:

Approval of a Tobacco License for a new establishment in Hinckley:

KWIK TRIP #186

Action Requested:

Financial Impact:



AGENDA REQUEST FORM

Date of Meeting: September 15, 2015

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

Agenda Item: Donation to Pine County Sheriff's Reserve

Department: Pine County Sheriff's Office


 Department Head signature

Background information on Item:

The Pine County Sheriff's Reserve completes multiple hours for different events throughout the county. The PCSR has received a \$200 donation from the Sandstone Chamber of Commerce for the hours they volunteered during Quarry Days.

Action Requested:

The Pine County Sheriff's Office respectfully asks the County Board to acknowledge and accept the donation into the Pine County Sheriff's Reserve Fund.

Financial Impact:

This donation helps offset the cost for equipment.



AGENDA REQUEST FORM

Date of Meeting: September 15th, 2015

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

Agenda Item: Introduction of new Corrections Agent

Department: Probation

Terry Fawcett

Digitally signed by Terry Fawcett
DN: cn=Terry Fawcett, o=Pine County, ou=Probation,
email=terry.fawcett@co.pine.mn.us, c=US
Date: 2015.09.01 12:47:29 -0500

Department Head signature

Background information on Item:

Formal introduction of new Corrections Agent Karly Kostich, who will have started on September 14th, 2015.

Action Requested:

None

Financial Impact:

Agent budgeted

MINUTES
of
Pine County Facilities Committee Meeting
Wednesday, September 2, 2015, 9:00 a.m.
Commissioners' Conference Room
Pine County Courthouse, Pine City, Minnesota

Members present: Commissioner Matt Ludwig, Commissioner Josh Mohr

Others Present: Sheriff Jeff Nelson, Office Manager Denise Baran, County Engineer Mark LeBrun, Lead Maintenance Worker Pete Umbreit, and County Engineer David Minke.

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

Agenda Additions: Pine Government Center Assessment
Snow plowing at the Courthouse
Human Services building--Sandstone

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

Motion by Commissioner Mohr to approve the Minutes of the August 5, 2015 Facilities Committee meeting. Second by Commissioner Ludwig. Motion carried 2-0.

1. **Improvements to the impound lot in Sandstone**

- a. The project is almost complete: (a) Razor wire is on bottom to keep people from going under the fence, (b) there is a need for some gravel. LeBrun will get gravel material before winter.
- b. Attorney is making good progress clearing cars. STS is helping to clear out cars. Vehicles are listed for sale at www.minnbid.org.
- c. Options for lighting will be presented at a future meeting.

2. **Sheriff's Substation - Sandstone**

Welfare Fraud Investigator Kari Rybak has moved into space in the sheriff's substation in Sandstone.

3. **Public Health Building -- Sandstone**

The building is about 15 years old. The boiler is ok, but the roof should be replaced.

4. **Pine Government Center (PGC)**

- a. The city of Pine City has hired an architect & mechanical engineer to look at PGC. The City is working on a long-range plan for city hall. The assessment of the building condition, mechanical systems, and county's maintenance were generally positive.
- b. The county is in the process of replacing the boiler head (est. \$10,000). A back up boiler could be added for approximately \$40,000. The piping and radiators seem fine. The

mechanical engineer recommended the county consider using treated water and consider inexpensive controls that could be placed on the radiators to allow better heat control. The county is also looking at repairs to the front and back steps.

- c. Exterior/roof/floor/foundation all in good condition.
- d. The Elevator motherboard should be replaced in the next two years. The cost is approximately \$60,000.
- e. The building does not have a fire alarm system. The county will explore options for adding an alarm system.

5. Courthouse

The Liebert (cooling) units for server room should be installed within the next couple weeks.

6. Facilities Budget

2015 budget is looking ok at this point. 2016 budget is lower due to the restructuring.

7. Jail

- a. Building Maintenance Worker Jim Danielson in the jail is working out well.
- b. Facilities tested a zero turn mower as a replacement for the tractor-style riding lawn mowers. The mower was much more efficient. The plan is to purchase one to use at courthouse and other county locations.

8. Snow Plowing

Highway will plan on plowing the John Wright and Sandstone buildings. Building Maintenance is currently getting quotes for plowing the courthouse.

With no further business, the meeting was adjourned at 9:50 a.m.

PINE COUNTY PERSONNEL COMMITTEE

Minutes

September 8, 2015 9:00 a.m.

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

**Members: Commissioner Ludwig
Commissioner Rossow**

Members Present: County Administrator David Minke, County Attorney Reese Frederickson, County Sheriff Jeff Nelson, County Auditor/Treasurer Cathy Clemmer, Human Resources Manager Matt Christenson.

- A. The meeting was called to order at 9:00 a.m.
- B. Commissioner Rossow motioned to approve the minutes from the August 11, 2015 personnel meeting, Commissioner Ludwig seconded. Motion carried 2-0.
 1. HHS
 - a. Approve backfill of the Case Aide position vacated due to the internal promotion of Candace Bartheidel to Social Worker effective August 31, 2015. HR Manager Matt Christenson presented a request for the backfill of a Public Health Case Aide position due to the internal promotion of the incumbent.
Commissioner Ludwig motioned to recommend approving backfill of the Case Aide position due to internal promotion effective August 31, 2015, Commissioner Rossow seconded. Motion carried 2-0.
 2. PCSO
 - a. Acknowledge the probationary termination of PT Dispatcher Samantha Sauter effective August 17, 2015. HR Manager Matt Christenson presented a request for the committee to acknowledge the probationary termination of PT Dispatcher Samantha Sauter. County Sheriff Jeff Nelson shared the current status of the PT Dispatcher hiring process.
Commissioner Rossow motioned to recommend acknowledging the probationary termination of PT Dispatcher Samantha Sauter Effective August 17, 2015, Commissioner Ludwig seconded. Motion carried 2-0.
 3. Administrator
 - a. Approve the position of Payroll Clerk to be transitioned to the Auditor/Treasurer office. HR Manager Matt Christenson presented a request to move the duties of Payroll Clerk under the Auditor/Treasurer office in order to provide a backup payroll function. The committee provided direction for the additional duties assigned to staff to be taken into consideration by Springsted in the ongoing classification and compensation study.
Commissioner Ludwig motioned to approve the position of Payroll Clerk to be transitioned to the Auditor/Treasurer office, Commissioner Rossow seconded. Motion carried 2-0.
 - b. Elected official pay comparison. Discussion was held as to current salaries for County Sheriff, Attorney and Auditor/Treasurer. Comparables between the neighboring counties traditionally used for wage comparison purposes were presented and discussed. Discussion was held as to potential elected official salary levels effective for 2016.
Committee provided direction for a resolution to set elected official salaries to be presented at the December 15, 2015 board meeting.
4. The meeting was adjourned at 9:48 a.m.



AGENDA REQUEST FORM

Date of Meeting: September 15th, 2015

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

Agenda Item: Juvenile Sex Offender Recidivism Study

Department: Probation

Terry Fawcett

Digitally signed by Terry Fawcett
DN: cn=Terry Fawcett, o=Pine County, ou=Probation,
email=terry.fawcett@co.pine.mn.us, c=US
Date: 2015.09.02 09:06:14 -0600

Department Head signature

Background information on Item:

Pine County juvenile sex offender data and recidivism numbers from 2011-2014.

Action Requested:

None

Financial Impact:

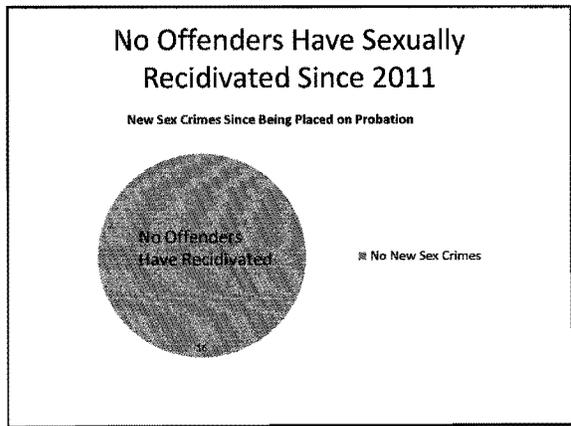
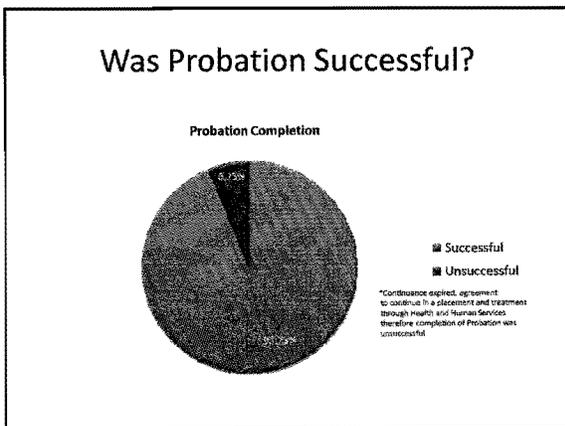
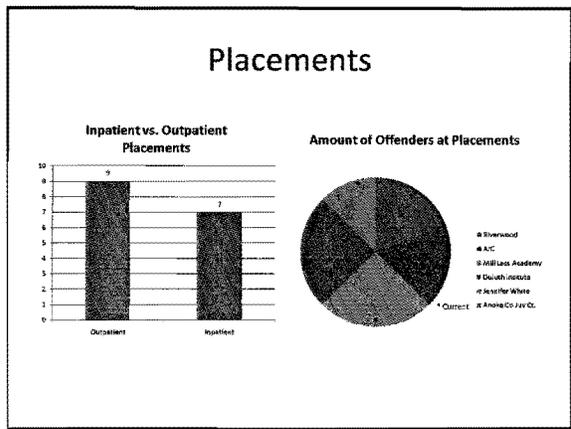
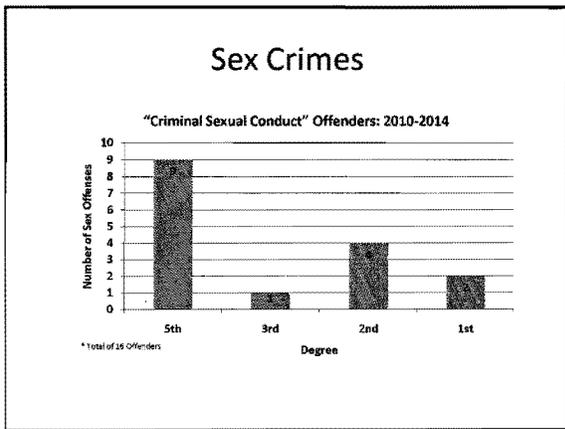
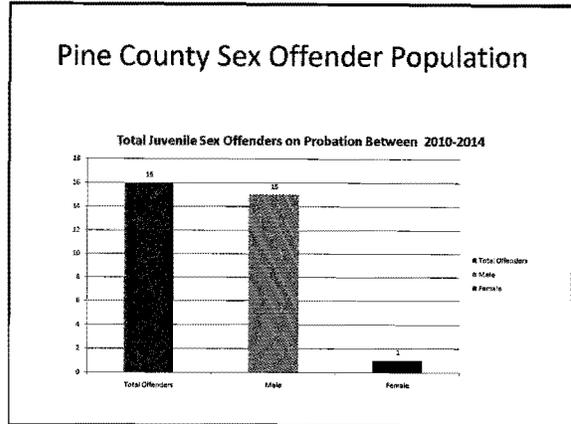
Sex offenders are more expensive to treat, therefore, keeping track of this population is important in terms of public safety and budget.

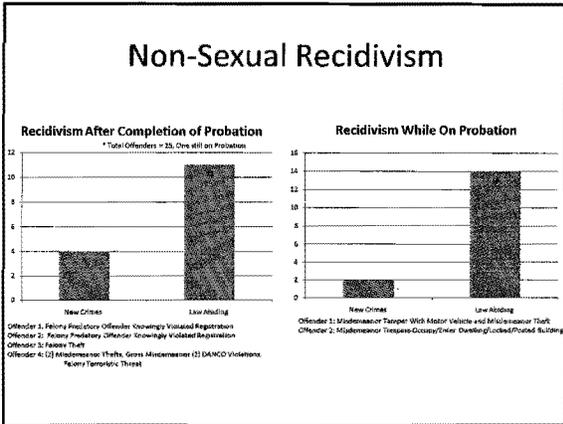
Current as of August 2015

Juvenile Sex Offender Recidivism Study

Probation Director: Terry Fawcett

*Data 2011-2014
Compiled from CSTS, CISR, S³, Odyssey and past studies





Conclusion



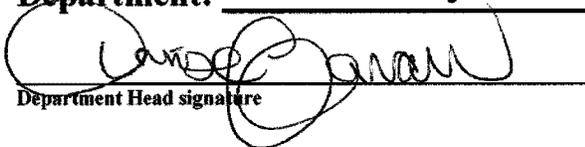
AGENDA REQUEST FORM

Date of Meeting: September 15, 2015

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

Agenda Item: 2016-17 Off Highway Vehicle Enforcement Grant Program

Department: Pine County Sheriff's Office/EM


Department Head signature

Background information on Item:

The Off Highway Vehicle Grant Program has been used for enforcement hours and equipment purchases in recent years. This biennium the grant will be used for the enforcement, equipment, and training for the community.

Action Requested:

The Pine County Sheriff's Office respectfully asks for the approval and signing of the 2016-17 Off Highway Vehicle Grant.

Financial Impact:

This grant does not require matching funds.

STATE OF MINNESOTA GRANT CONTRACT

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources ("STATE") and Pine County Sheriff's Office, 635 Northridge Dr. NW #100, Pine City, MN 55063 ("GRANTEE").

Recitals

1. Under Minn. Stat. 84.024, the State is empowered to enter into this grant.
2. The State, under Laws of Minnesota 2015, First Special Session, Chapter 4, Article 3, Section 3, Subdivision 7, is authorized to provide reimbursement grants to counties to cover costs related to labor and equipment in the enforcement of off highway vehicle laws, rules and regulations, as well as holding staff training in the same, and providing local youth training classes, in the manner described in the Grantee's Proposed Budget.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minn.Stat. §16B.98, Subd. 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract

1 Term of Grant Contract

- 1.1 **Effective date:** August 15, 2015, or the date the State obtains all required signatures under Minn. Stat. §16B.98, Subd. 5, whichever is later. Per Minn.Stat. §16B.98, Subd. 11, the grantee submitted and the State approved a work plan and budget whose expenditures can be reimbursed. Per, Minn.Stat. §16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract is fully executed.
- 1.2 **Expiration date:** June 30, 2017, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

2 Grantee's Duties

The Grantee, who is not a state employee, will comply with required grants management policies and procedures set forth through Minn.Stat. §16B.97, Subd. 4 (a) (1). The Grantee will be reimbursed once annually, for only eligible OHV Safety Grant activities, including one or more of the following:

- Grantee staff time to participate in OHV/ATV activities, including attendance at training classes, also holding local safety training education programs for local participants. Training of Grantee staff working to enforce any OHV related law, rule or regulation is **MANDATORY**.
- Purchase of ATV's for use in patrolling;
- ATV maintenance, fuel and enforcement related costs;

- Trailers, trailer maintenance and repair (**not** costs related to towing vehicle repair);
- Helmets and other related protective gear (no standard uniforms or equipment);
- Purchase other equipment dedicated SOLELY to Off Highway Vehicle Enforcement work
- Submit ANNUAL Performance Reports and Reimbursement Requests for each year of participation in this Program. All needed documents to accomplish this are posted on the DNR website. The Grantee will be responsible for the administration, supervision, management, record keeping and program oversight required for the work performed under this grant contract. Further, the Grantee is responsible for maintaining an adequate conflict of interest policy. Throughout the term of this grant contract, the Grantee shall monitor and report any actual, potential or perceived conflicts of interest to the State's Authorized Representative.
- POST on the Grantee's website, a copy of the two page performance report, in accordance with 2009 Laws of Minnesota, Chapter 37, Article 1, Section 4, Subdivision 1.

3 Time

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

4 Consideration and Payment

4.1 **Consideration.** Funds made available pursuant to this Agreement shall be used only for expenses incurred in performing and accomplishing the purposes and activities specified herein. Notwithstanding all other provisions of this grant contract, it is understood that any reduction or termination of funds allocated to the State may result in a like reduction to the Grantee. The State will pay for all services performed by the Grantee under this grant contract as follows:

(a) **Compensation.** The Grantee will be reimbursed up to \$ **8,926.00** in state fiscal year 2016, for expenses incurred between the effective date of the grant and June 30, 2016, and **\$8,926.00** in fiscal year 2017, for expenses incurred between July 1, 2016, and June 30, 2017, as determined by the grant funding formula.

(b) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$ **17,852.00**.

4.2. Payment

(a) **Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:

Invoices for state fiscal year 2016 must be submitted **before** June 30, 2017. Invoices for state fiscal year 2017 must be submitted **before** June 30, 2018. Only submit **ONE** invoice for the total expenses incurred during each state fiscal year.

5 **Conditions of Payment**

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

Eligible reimbursement costs may not exceed \$ **8,926.00** prior to July 1, 2016.

Eligible reimbursement costs may not exceed \$ **8,926.00** prior to July 1, 2017.

6 **Authorized Representative**

The State's Authorized Representative is Chuck Niska, Program Manager Senior, MN DNR Division of Enforcement, Box 47, 500 Lafayette Road, St. Paul, MN 55155-4047, (612) 756-4165, chuck.niska@state.mn.us, or his successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is **Denise Baran, Pine County Sheriff's Office, 635 Northridge Dr. NW #100, Pine City, MN 55063, (320) 629-8380, denise.baran@co.pine.mn.us**. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

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

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

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

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

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

8 **Liability**

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

9 State Audits

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

10 Government Data Practices and Intellectual Property

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

11 Workers' Compensation

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

12 Publicity and Endorsement

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

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

13 Governing Law, Jurisdiction, and Venue

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

14 Termination

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

14.2 *Termination for Cause.* The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

15 Data Disclosure

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

1. State Encumbrance Verification

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

Signed: Brenda Medd

Date: 8/24/15

SWIFT Contract/PO Number: 98934

PO# 3000083627

PO# 3000083719

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:
Agency
Grantee
State's Authorized Representative - Photo Copy



AGENDA REQUEST FORM

Date of Meeting: September 15, 2015

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

Agenda Item: JPA County of Pine, Mille Lacs Band and Mille Lacs County

Department: County Attorney



Department Head signature

Background information on Item:

Upon review of the completed JPA, the Mille Lacs County Attorney made the determination that additional language needed to be added into the JPA. This language was not in the original JPA between Mille Lacs and the Band and he will also be amending the JPA with the Mille Lacs Band and Mille Lacs County so they are all consistent. Mille Lacs County Attorney has made the necessary changes and once this one is signed by all parties, LETG will be installed in the Pine County Attorney's Office for referrals from the Mille Lacs Tribal Police Department.

Chief Jared Rosati will attend the Board meeting to answer any questions regarding the second revision.

Action Requested:

Approval and signature by the Pine County Board, the Pine County Administrator and the Pine County Attorney

Financial Impact:

There will be no financial impact on Pine County. All expenses incurred will be paid by the Mille Lacs Band.

**JOINT POWERS AGREEMENT BETWEEN THE COUNTY OF PINE, THE MILLE LACS
BAND OF OJIBWE, AND THE COUNTY OF MILLE LACS**

JOINT POWERS AGREEMENT

*** Records Management System (RMS) System***

This Joint Powers Agreement (JPA) is between the County of Mille Lacs (hereinafter Provider), as administered by the Mille Lacs County Sheriff's Office, the County of Pine, as administered by the Pine County Attorney's Office, and the Mille Lacs Band of Ojibwe (hereinafter Users). The Parties, with the exception of the Mille Lacs Band of Ojibwe which is a federally recognized Indian Tribe, are either governmental or political subdivisions of the State of Minnesota.

Recitals

Pursuant to Minn. Stat. § 471.59, Subd. 10, this JPA outlines the understanding between the Provider and Users (Two or more local governments exercising power common to the contracting parties) to provision of RMS Records Management Systems and related services between the parties to this agreement.

Agreement

NOW THEREFORE, Provider and Users pursuant to the authority granted by Minnesota Statutes in order to accomplish the foregoing purposes, agree as follows:

1. Term of Agreement

- 1.1 Effective date: On the date all required signatures are obtained. [CITATION DELETED]
- 1.2 Expiration date: This Agreement continues indefinitely until duly terminated pursuant to the Termination Section of this Agreement.

2. Agreement Between Parties

- 2.1 The Provider will provide the following services to the Mille Lacs Band of Ojibwe and the Pine County Attorney's Office:
 - (a) a shared Computer Aided Dispatching System, ICR Records Management System/Mobile Message Switch and frame relay connections for cellular digital packet data;
 - (b) all technical support for servers, equipment and frame relays at the records storage/message switch site (located at the Mille Lacs County Sheriff's Office), and software of the User required to connect to the Provider's RMS;
 - (c) maintenance and repairs of server components and hardware/software at the Mille Lacs County site, and software of the User required to connect to the Provider's RMS; and,
 - (d) off-hours response and repairs to the records storage/message switch hardware/software at the Mille Lacs County site seven days a week, 24 hours a day with a four (4) hour response time.

2.2 Each User will:

- (a) provide for its respective department all required hardware, hardware software, and equipment necessary for the User to connect to the Providers RMS;
- (b) provide and maintain in working order at all times all required computers located at their police department, the Pine County Attorney's Office and in their squad cars.
- (c) unless such a network or network connection is provided by Provider, secure any network or network connection required by User to access the internet or any other network User must use to gain access to the services provided under this agreement.

2.3 Each User agrees:

- (a) that all technical support maintenance agreements for all required computers located at their police departments, in their squad cars, and the Pine County Attorney's Office and are the responsibility of the User;
- (b) to provide off hours response and repairs to the hardware/software at their police departments seven days per week, 24 hours per day with a four (4) hour response time.
- (c) Provider warrants no service unless expressly agreed to in this agreement, and is not responsible for any wireless, wired or any other connection required by User to access the internet or any other network User must use to gain access to the services provided under this agreement.

2.4 The Parties agree that:

- (a) the subject data entered by a User agency and/or a User employee will become information and data of the Provider;
- (b) each party will be able to access information entered into the system as may be needed and as otherwise provided herein;
- (c) upon entering into this agreement, information and data currently owned and managed by each party will be provided to the Provider's vendor to be converted to the extent that said information and data can be entered into the RMS system.

3. Payment

Users of this Agreement agree that connection to the Providers RMS will be billed in the manner outlined below. Said user fee will be used to offset maintenance fees associated with continued operation of the Providers RMS system.

User Fees:

\$100.00 per year per office station connected.

Payments for each fiscal year are due on the 15th day of January each year. Payments for year 2015 have been prorated and are due prior to connection to the Providers RMS system. Payments for connection for the Pine County Attorney's Office will be made by the Mille Lacs Band of Ojibwe.

The parties agree and understand that expenses to upgrade and manage the providers RMS system will be reflected in User fees. To that end, User fees may need to be adjusted. It is understood that the fees will not change during a fiscal year. Any increases to the User fee will take effect in January of each year and must be mutually agreed upon in writing by Provider and Users by November 15th of any fiscal year to take effect for the next fiscal year. Failure of any User to agree to a User fee proposed by Provider, or a User fee mutually agreed to by the parties, by November 15th may result in the suspension or termination of the provision of any service provided by this Agreement at the discretion of the Provider.

4. Authorized Representatives

- 4.1 The Mille Lacs Band of Ojibwe's Authorized Representative shall be its Police Chief, or his/her successor.
- 4.2 The Pine County Attorney's Office's Authorized Representative shall be the Pine County Attorney, or his/her successor.
- 4.3 The Provider's Authorized Representative shall be its Sheriff or his/her successor.

5. Assignment, Amendments, Waiver and Contract Complete

- 5.1 Assignment. Neither the User(s) nor the Provider may assign nor transfer any rights or obligations under this Agreement without the prior written consent of all parties hereto. Any approved assignment must be set forth in a fully executed Assignment Agreement attached to this Agreement approved by the same parties, or their successors, who executed and approved this Agreement. Should any party not consent to an assignment, that party may terminate its involvement with this Agreement. Additionally, should Provider not consent to an assignment it may immediately suspend or terminate this agreement including the provision of any service provided by this Agreement at the discretion of the Provider.
- 5.2 Amendments. Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties, or their successors, who executed and approved by each party's Authorized Representative.
- 5.3 Waiver. If any party fails to enforce any provision of this agreement that failure does not waive the provision or its right to enforce it.
- 5.4 Contract Complete. This Agreement, plus the attached Certification Form, contains all agreements between User and Provider. Duly adopted amendments to this Agreement, will be written, signed by the parties, and attached to each copy of the original Agreement.

6. Liability and Indemnification

Each party agrees that it 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 other party and the

results thereof. THE PINE COUNTY ATTORNEY'S OFFICE liability is governed by the provisions of Minnesota Statutes Chapter 466. THE MILLE LACS BAND OF OJIBWE agrees to be subject to liability for its own torts and those of its officers, employees, and agents acting within the scope of their employment of duties arising out of a law enforcement agency function to the same extent as a municipality under Chapter 466, and THE MILLE LACS BAND OF OJIBWE further agrees, notwithstanding section Minnesota Statutes, Section 16C.05, Subd. 7, to waive any claim of sovereign immunity for purposes of claims of this liability. USERS further agree to indemnify, defend and hold MILLE LACS COUNTY, its agents, officers, employees, directors, assigns or representatives harmless from and against any and all claims, loss, damage, cost or expense (including any reasonable attorney's fees) to the extent such claim is alleged to arise out of, or in any way relate to, any claim, action or proceeding brought by any party, including either USER.

7. Records – Availability/Access/Audit

Subject to the requirements of Minnesota Statutes Section 16C.05 Subd. 5, USERS agrees that the MILLE LACS COUNTY SHERIFF'S OFFICE, the State Auditor, the Legislative Auditor or any of their duly authorized representatives at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the USERS and directly involve transactions relating to this Agreement. USERS retains the ability to redact any confidential information that appears within its materials, but which is wholly unrelated to an investigated transaction. Such materials shall be maintained and such access and rights shall be in force and effect during the period of the contract and for six (6) years after its termination or cancellation.

8. Minnesota Laws Govern

The Laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this contract and the legal relations between the herein parties and performance under it. If any provision of this contract is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

9. Data Privacy

Users, their officers, agents, owners, partners, employees, volunteers, subcontractors, or any other such assignee, agree to abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 and all other applicable state and federal laws, rules, regulations or other orders relating to data privacy or confidentiality, and as any of the same may be amended.

It is mutually agreed that both the User and Provider will endeavor to refer all requests for the release of any information and/or data to the originator of said information or data. All information and data provided by the Users may be used by the Provider for statistical purposes and/or reporting and the statistics and reports generated by Provider may be shared by Provider as allowed by law.

10. Termination

- 10.1 Termination. The Users or the Provider may terminate this Agreement at any time with or without cause, upon 30 days written notice to the other parties prior to the beginning of a subsequent year of operation. Midyear separations or terminations by a User will forfeit any and all user fees already paid to the Provider.
- 10.2 Termination for Insufficient Funding. The User or Provider may with 30 day written notice to the other parties terminate this Agreement if it does not obtain funding; or if funding cannot be continued at a level sufficient to allow for the payment of the services required to be paid to the Provider. Termination must be in writing and hand delivered, mailed or faxed to the other parties. The User or Provider is not obligated to pay for any services that are provided after the required notice and effective date of termination. However, the Provider shall be entitled to payment determined on a pro rata basis for services satisfactorily performed. Neither the User nor the Provider will be assessed *any* penalty for terminating the Agreement if the other party immediately provided the required notice to the other advising of the lack of funding upon receiving such notice themselves. Conversely, the Users shall be entitled to a pro rata reimbursement of all user fees paid if this Agreement is duly terminated by the Provider.
- 10.3 Termination of this agreement by a User in no way requires the Provider to extract User data or joined data upon separation. User understands that all data and information entered under this agreement into CAD, RMS, and Mobile systems are joined; commingled and combined information in the Providers system and it may be difficult or impossible to extract or separate said data in the future. User accepts any and all costs associated with termination initiated by the User and *any* and all costs associated with extracting information or data should a User agency choose to separate, terminate, start or choose to maintain a separate system in the future. The Provider agrees to work with User in the future if such a separation or termination occurs.
- 10.4 Immediate Termination
 - a. Unless expressly agreed to in this Agreement, failure by any User and Provider to jointly agree to a venue for any and all legal proceedings arising out of this Agreement, or its breach, between any User and Provider shall result in the immediate termination of this agreement. Should this Agreement be terminated for this reason, User and Provider agree abide by all other termination provisions of this Agreement.
 - b. If, at any time, Provider becomes aware that either User, their officers, agents, owners, partners, employees, volunteers or subcontractors, or any other such assignee, have failed to abide by any lawful obligation, including a failure to abide by an applicable provision of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, or any other applicable state and federal law, rule, regulation or order relating to data privacy or confidentiality, and as any of the same may be amended, this Agreement may be immediately terminated by Provider. This provision does not create an obligation upon Provider to monitor the conduct of Users to ensure users abide by applicable rules relating to data privacy and

confidentiality. Should this Agreement be terminated for this reason, User and Provider agree to abide by all other termination provisions of this Agreement.

11. Mediation

The MILLE LACS COUNTY SHERIFF'S OFFICE and USER agree to submit all claims, disputes and other matters in question between the parties arising out of or relating to this Agreement to mediation. The mediation shall be conducted through the Mediation Center, 1821 University Avenue, St. Paul, Minnesota. The parties hereto shall decide whether mediation shall be binding or non-binding. If the parties cannot reach agreement mediation shall be non-binding. While neither party hereby consents by this Agreement to become the defendant or subject in any litigation, action or any consented proceeding, such non-binding mediation does not necessarily represent the sole remedy for either party if mediation is unsuccessful.

12. Venue

Venue for any and all legal proceedings arising out of this Agreement, or its breach, between Pine and Mille Lacs Counties must be in the appropriate state or federal court with competent jurisdiction in Mille Lacs County, Minnesota unless and until a change of venue is ordered by the Mille Lacs County District Court.

Certification

Individuals certify that they have authorization to approve the JPA and funding as outlined. It is further agreed that, unless terminated, this agreement shall stay in full force and effect, subject to the terms and conditions outlined above, until the participating Users and Provider mutually agree to amend or revise said agreement in writing.

User's Representatives:

Mille Lacs Band of Ojibwe

Todd Matha
Mille Lacs Band of Ojibwe Solicitor General

Date

Jared Rosati
Mille Lacs Tribal Chief of Police

Date

The County of Pine

Stephen Hallan, Chairman
Pine County Board of Commissioners

Date

David Minke
Pine County Administrator

Date

Reese Frederickson
Pine County Attorney (Reviewed as to Form and Content)

Date

Provider's Representatives:

The County of Mille Lacs

Phil Peterson, Chairman
Mille Lacs County Board

Date

Brent Lindgren
Mille Lacs County Sheriff

Date

Joe Walsh
Mille Lacs County Attorney (Reviewed as to Form and Content)

Date

COUNTY EXTENSION

603 DESCRIPTION	2012	2013	2014	2015	6/30/15	2016	change	% Change
5860 Refunds & Reimbursements	-1,614	-1,779	-830	0	-2,246		0	
6103 SALARIES/WAGES-ADMIN ASSIST	505	569	0	0	0			
6105 SALARIES/WAGES-COORDINATOI	56,413							
6108 Salaries & Wages Comp	0							
6109 Salaries & Wages Back Pay	89							
6113 Summer Asst. & Mg Coordinator	12,171	11,566	12,914	9,585	5,779	9,726	141	1.5%
6114 Summer Ast.				3,643	0	3,300	-343	-9.4%
6152 COUNTY CONTRIBUTION	3,083							
6163 PERA	1,719		0	0				
6175 FICA	1,982	260	245	1,143	392	1,116	-27	-2%
6179 WORKERS COMP-PREMIUM	40		0	17		17	0	0%
6201 TELEPHONE	0	293	253	500	129	500	0	0%
6202 POSTAGE & FREIGHT	2,064	2,408	2,789	3,500	1,329	3,500	0	0%
6241 CONFERENCE, TRAINING, DUES	0	88	0	100	0	100	0	0%
6243 PRINTING, MARKETING	301	394	1,053	400	0	400	0	0%
6263 Professional & Technical Services	10	65,550	66,530	67,530	33,765	157,397	89,867	133%
6315 REPAIR & MAINTENANCE	3,042	3,098	2,786	3,000	1,605	3,000	0	0%
6334 TRAVEL EXPENSES - MILEAGE	1,005	484	597	100	427	1,000	900	900%
6401 Office Supplies		93	1,320	1,400	1,044	1,400	0	0%
6452 REFERENCE BOOKS & MATERIAL	50	57	0	400	187	400	0	0%
6671 TECHNOLOGY	414	67	0	500	0	500	0	0%
6803 PROGRAM EXPENSES	1,513	1,686	264	1,600	2,737	1,600	0	0%
6998 Adjustments	0							
REVENUE	-1,614	-1,779	-830	0	-2,246	0	0	
EXPENDITURE	84,401	86,613	88,751	93,418	47,394	183,956	90,538	97%
603 Net	82,787	84,834	87,921	93,418	45,148	183,956	90,538	97%