PINE COUNTY
MINNESOTA

AGENDA
PINE COUNTY BOARD MEETING

District 1 Commissioner Hallan (Vice-Chair)
District 2 Commissioner Pangerl
District 3 Commissioner Chaffee (Chair)
District 4 Commissioner Rossow
District 5 Commissioner Carlson

Tuesday, December 11, 2012, 10:00 am – Pine County Boardroom, Pine City, MN

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) Approve Agenda

E) Approve Minutes of November 20, 2012 Board Meeting

F) Minutes of Boards, Committees and Correspondence

1. Pine County Land Surveyor Monthly Report, November, 2012
2. Pine County HRA Senior Housing Meeting Minutes, October 24, 2012

G) Approve Consent Agenda

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. **November 2012 Disbursements (attached).**

2. **Applications for Abatement**
   a. Troy & Gail Downing, 4696 Clover Ln, Braham, PID 29.0288.001, pay 2012
   b. Ryan Wilson, 94394 Frontage Rd E., Moose Lake, PID 33.0121.001, pay 2011 & 2012
   c. Willow River Ranch LLC, 8081 Willow St., Willow River, PID 17.0033.000, pay 2012
   d. David & Joan Granger, 12558 Cross Lake Rd SE, Pine City, PID 26.0522.002, pay 2010-2012
   e. M&M Ventures, LLC, 1120 Holstein Dr. NE, Pine City, PID 42.0044.001, pay 2012

3. **Renewal of Tobacco Licenses**
   Approval of applications (see attached listing) for renewal of tobacco licenses in Pine County under the jurisdiction of the Auditor for the period of January 1 – December 31, 2013. Approvals are subject to approval of County Board, County Sheriff and contingent upon no delinquent taxes.

4. **Training Request**
   Authorize Mark LeBrun, County Engineer, to attend 2013 MN County Engineer's Association Conference, January 22-25, 2013, Brainerd, MN. Registration and lodging cost is $552.34.

5. **Request for Unpaid Leave of Absence**
   Approve leave without pay for up to 90 days for Roxanne Anderson, Children's Mental Health Social Worker.

REGULAR AGENDA

1. **Introduction of New Employees**
   Lorri Houtsma, Appraiser – Assessor's Office
   Ryan Findell, IT Support Specialist – IT

2. **Repurchase of Forfeited Land in Full**
   a. Approve the Resolution allowing for repurchase of tax forfeited land, Parcel 02.0303.001, to Kenneth Schnapp and authorize Board Chair and County Administrator to sign the Resolution.
   b. Approve the Resolution allowing for repurchase of tax forfeited land, Parcel 43.0020.005, to Nathan L. Rod and Yancy S. Rod and authorize County Chair and County Administrator to sign the Resolution.

3. **Reappointment of Pine County Assessor**
   Appointment of Kelly Schroeder as Pine County Assessor in accordance with MS §273.061 for the period January 1, 2013 – December 31, 2016.

4. **Condemnation Proceedings on SAP 58-641-15**
   Approve Resolution to begin Condemnation Proceedings on SAP 58-641-15.

5. **Cooperative Agreement with Pine City for SAP 58-608-17**
   Approve Cooperative Agreement with Pine City for SAP 58-608-17 and authorize County Board Chair, County Attorney and County Engineer to sign Cooperative Agreement.

6. **Master Partnership Contract with MN DOT**
   Approve Resolution and Master Partnership Contract with MN DOT to pay Local Governments or Local Governments to pay MN DOT to perform work related emergency services, design, construction, maintenance, and improvements of trunk highways and authorize County Administrator to sign Resolution and County Administrator and County Engineer to sign Master Partnership Contract.

7. **Amendment to Agreement between State of Minnesota, Department of Transportation and Pine County**
   Approve an amendment to the existing agreement between Pine County and the Minnesota Department of Transportation for the installation of county owned radio equipment of the DOT tower located in Pine County and authorize the County Board Chair and County Administrator to sign the Use Agreement Amendment, Agreement #97608, Amendment 3, Pine City Tower.

8. **Adoption of the 2013 Property Tax Levy and Budget**

9. **Commissioner Updates**

- AMC Annual Conference update

10. **Upcoming Meetings**

Personnel Committee Meeting, **Tuesday, December 11, 2012, 9:00 a.m.,** Administrator's Conference Room, Pine County Courthouse, Pine City, Minnesota

Pine County Board Meeting, **Tuesday, December 11, 2012, 10:00 a.m.,** Boardroom, Pine County Courthouse, Pine City, Minnesota

Technology Committee Meeting, **Tuesday, December 11, 2012, 1:00 p.m.** Administrator's Conference Room, Pine County Courthouse, Pine City, Minnesota

Facility Committee Meeting, **Monday, December 17, 2012, 11:00 a.m.,** Administrator's Conference Room, Pine County Courthouse, Pine City, Minnesota

Pine County Health and Human Services Meeting, **Tuesday, December 18, 2012, 10:00 a.m.** Public Health Building, Sandstone, Minnesota

Pine County Board Meeting, **Tuesday, December 18, 2012, 1:00 p.m.,** Public Health Building, Sandstone, Minnesota

NLX meeting, **Wednesday, January 23, 2013, 10:00 a.m.** Boardroom, Pine County Courthouse, Pine City, Minnesota

11. **Adjourn**

MINUTES OF PINE COUNTY BOARD MEETING *Regular Meeting*

Tuesday, November 20, 2012, 1:00 p.m.
Public Health Building, Sandstone, MN

Chairman Chaffee called the meeting to order at 1:03 p.m. Present were Commissioners Steve Hallan, Mitch Pangerl, Curt Rossow and Doug Carlson. Also present were County Attorney John Carlson and County Administrator David Minke.

The Pledge of Allegiance was said.

Chairman Chaffee introduced Debbie Gray, the new administrative assistant in the County Administrator's Office.

Chairman Chaffee called for public comment. Eldon Schmedke was present to discuss a road issue. Mr. Schmedeke requested to informally speak to each commissioner individually at a later time. There was no additional public comment.

Chairman Chaffee announced changes to the Regular Agenda by adding items under Commissioner Updates: a) Rescheduling Budget Committee Meeting from November 27, 2012, 1:00 p.m. to either November 28 or November 29;
b) Rescheduling Personnel Meeting start time (originally scheduled for December 11, 2012 at 9:00 a.m.); and c) Recommend the appointment of Skip Thompson to Planning Commission.
Commissioner Hallan moved to adopt the amended agenda. Commissioner Rossow seconded. Motion carried 5-0.

Commissioner Pangerl moved to approve the minutes of the November 6, 2012 board meeting. Commissioner Carlson seconded. Motion carried 5-0.

Commissioner Hallan moved to approve the minutes of the November 6, 2012 Committee of the Whole meeting. Commissioner Rossow seconded. Motion carried 5-0.

Minutes of Boards, Committees and Correspondence

1. Pine County Soil & Water Meeting Minutes, October 4, 2012

Commissioner Carlson moved to approve the Consent Agenda. Commissioner Pangerl seconded. Motion carried 5-0.

CONSENT AGENDA

Auditor/Treasurer

1. Review October Cash Balance

Fund	September 30	October 31	Increase(Decrease)
Revenue Fund	$ 426,889	$ (200,833)	($627,722)
Health and Human Services Fund	$1,796,543	$1,422,592	($373,951)
Road and Bridge Fund	$5,901,731	$5,120,667	($781,064)
Land Management Fund	$1,303,742	$1,437,227	$133,485

2. Approve application for abatement:
   a. Donald and Linda Phaller, 8079 Willow St., Willow River, PID 47.0093.002, pay 2011 and 2012
   b. Hinckley Venture, LLC, 104 Grindstone Court, Hinckley, PID 40.5326.003/ 40.5326.004, pay 2011
   c. Annette Zaudtke Trust, 43585 Southfork Road, Hinckley, PID 15.0048.000, 15.0050.000, 15.0051.000 and 15.0053.000, pay 2012

3. Approve Application for Premises Permit and Lease for the Northern Pine Riders to conduct Minnesota lawful gambling at the Tavern in Duquette.

New Employee Hires

1. Approve hiring of Richard Prihoda as part-time building maintenance position, effective November 13, 2012. B21, $13.08 per hour.
2. Approve hiring of IT Support Specialist Ryan Findell effective November 26, 2012. B24, $15.37 per hour.
3. Approve hiring of Sarah Carlson as part-time corrections officer, effective November 21, 2012. B23, $15.57 per hour.

4. Approve hiring of Duane Begay as part-time corrections officer, effective November 21, 2012. B23, $15.57 per hour.

Transfer of Corrections Officers

Approve the transfer of part-time Corrections Officer Jennifer Runyan to full time Corrections Officer effective 11/25/12. No change in classification or wage.

****REGULAR AGENDA****

1. **Personnel Committee Meeting**

   The Personnel Committee met on November 13, 2012 and made the following recommendations:

   a. Accept resignation of probation agent, Tessa Nelson, effective November 26, 2012 and authorize filling the position
   b. Accept resignation of corrections sergeant Jennifer Decker, effective November 5, 2012 and authorize filling the position
   c. Approve filling Highway Tech III position
   d. Approve Phased Retirement of Ilene Haavisto beginning February 1, 2013, according to the attached agreement

   Other items are for informational purposes only.

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

2. **Veterans Services Community Outreach Grant Program**

   Pine County Veterans Service Officer Dean Dronen presented information, and discussion was held, regarding the Veterans Services Community Outreach Grant Program and how the grant is to be used. Grant must be used by May 31.

   Motion by Commissioner Carlson, seconded by Commissioner Rossow, to approve a Resolution accepting the Veterans Services Community Outreach Grant and authorize the County Administrator to sign the Grant contract.
   Motion carried 5-0.

3. **2012 Emergency Management Performance Grant (EMPG)**
Pine County Sheriff Robin Cole presented information, and discussion was held, regarding the 2012 Emergency Management Performance Grant (EMPG) and how it is to be used. The $19,000 grant requires a 100% county match. Motion by Commissioner Hallan, seconded by Commissioner Pangerl for County Board Chairman and County Administrator to sign grant. Motion carried 5-0.

4. **2012 Local Fix-up Fund SSTS Grant Award from MPCA**
Pine County Land/Zoning Administrator Kurt Schneider provided information, and discussion was held, regarding the specific uses for the grant. There is no match requirement by the County. Motion by Commissioner Hallan, seconded by Commissioner Pangerl to approve draft program outline of Pine County Supplemental 2012 Local Fix-up Fund Grant Application. Motion carried 5-0.

5. **Post Issuance Tax Compliance Procedure for the Series 2012 $13.4 million General Obligation Capital Improvement Bonds.** Pine County Auditor Cathy Clemmer presented information on the policy. Motion by Commissioner Carlson, seconded by Commissioner Rossow to approve the policy. Motion carried 5-0.

6. **Pine County E-Recording Open House**
Pine County Recorder Tammy Tricas explained electronic recording (E-recording) and informed the Board of the upcoming Open House to be held November 21, 2012 from 9 a.m. to 11 a.m., Pine County Courthouse, Pine City, Minnesota.

7. **Commissioner Updates**

a) The Board agreed to reschedule the Budget Committee Meeting from November 27, 2012, 1:00 p.m. to November 28, 2012, 1:00 p.m.
b) The Board agreed to reschedule the Personnel Meeting start time from December 11, 2012, 9:00 a.m. to December 11, 2012, at 8:30 a.m.
c) Upon the recommendation of Commissioner Pangerl, Chairman Chaffee appointed Skip Thompson to Planning Commission. Mr. Thompson will be filling out the balance of a four-year term that started 1/1/10 and runs to 12/31/13.
d) Commissioner Hallan attended the Phase Recycling Center open house and stated it was very interesting and informational.

8. Upcoming Meetings

Budget Committee Meeting, **Tuesday, November 28, 2012 1:00 p.m.,** Boardroom, Pine County Courthouse, Pine City, Minnesota

NLX meeting, **Wednesday, November 28, 2012, 10:00 a.m.** Boardroom, Pine County Courthouse, Pine City, Minnesota

Technology Committee Meeting, **Tuesday, December 11, 2012, 8:30 a.m.** IT/Probation Conference Room, Pine County Courthouse, Pine City, Minnesota

Pine County Board Meeting, **Tuesday, December 11, 2012, 10:00 a.m.** Boardroom, Pine County Courthouse, Pine City, Minnesota

Pine County Health and Human Services Meeting, **Tuesday, December 18, 2012, 10:00 a.m.** Public Health Building Sandstone, Minnesota

Pine County Board Meeting, **Tuesday, December 18, 2012, 1:00 p.m.** Public Health Building, Sandstone, Minnesota

9. Adjourn

With no further business, Chairman Chaffee adjourned the County Board meeting at 1:40 p.m. The next regular County Board Meeting is scheduled for December 11, 2012 at 10:00 a.m. at the Pine County Courthouse Boardroom, Pine City, Minnesota.

David J. Minke, Administrator
Clerk to County Board

Steve Chaffee, Chair
Board of County Commissioners

PINE COUNTY PUBLIC WORKS

PINE COUNTY
MINNESOTA

HIGHWAY DEPARTMENT
405 Airport Road NE
Pine City, MN 55063

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

Mark A. LeBrun, P.E.
County Engineer

Pine County Land Surveyor Monthly Report

November 2012

CSAH 11, T39N R22W and R21W, research records, compute corner search areas, search for, set, tie out and GPS PLSS corners, search for, set and GPS private corners and Right of Way corners, update files.

CSAH 51, T45N R19W, research records, compute corner search areas, set GPS control, search for, set, tie out and GPS PLSS corners, search for, set and GPS private corners and Right of Way corners, update files.

CSAH 31, T43N R16W Section 36, research records, search for and GPS PLSS corners, map driveway for possible entrance removal, create survey drawing, update files.

Judicial Ditch No. 1, T41N and T42N R21W research records, compute previous ditch inventory items, search for previous inventory items and identify new inventory items, GPS and photograph all inventory items, create a 2012 ditch inventory report, update files.

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

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

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

Review and file PLSS corner certificates provided by private surveyors.

Robin T. Mathews, Pine County Surveyor

PINE COUNTY HRA SENIOR HOUSING
510 Fifth Street Office
Sandstone, MN 55072
(320) 245-5140
pinehra@ecenet.com

Sandstone Manor	Finlayson Manor
510 Fifth Street Office	6524 Broadway Street
Sandstone, MN 55072	Finlayson, MN 55735

The regular meeting of the Pine County HRA Senior Housing Board of Directors was held on October 24, 2012, at the Sandstone Manor. Commissioners of the HRA present were Dorothy Stockamp, Cherie Drilling, Dean Dronen, and Jan Oak. Staff members present were Executive Director Janice Gustafson and Resident Manager Evelyn Yocum. Commissioner Arild Frederiksen and Resident Manager Susan Blake were absent. There were no residents present.

1. The meeting was called to order at 2:00 P.M. by Board Chair D. Stockamp.

2. The minutes from September 27, 2012, were reviewed by the Board members. A motion was made by C. Drilling was seconded by D. Dronen to accept the minutes. Motion carried: Yeas 4, Nays 0.

3. The minutes from a special meeting held on October 3, 2012, were reviewed by Board members. A motion was made by J. Oak and was seconded by Board Chair D. Stockamp to accept the minutes. Motion carried: Yeas 4, Nays 0.

4. The monthly financial statements and the investment report were presented by J. Gustafson. A motion was made by D. Dronen and was seconded by J. Oak to approve the financial statements and the investment report. Motion carried: Yeas 4, Nays 0.

5. Executive Director's Report. The written Executive Director's report was reviewed by Board members. According to the Federal Register, the 2013 Operating Cost Adjustment Factor for the State of Minnesota will be 2.0%

6. Old Business.

    a) Vacancies. As of this date, there are no vacancies at the Sandstone Manor and three vacancies at the Finlayson Manor.

b) The City of Sandstone and the City of Finlayson Fire Department Chiefs have been called to schedule annual fire drills at the respective Manors.

7. New Business.

   a) The HRA's Annual Meeting has been scheduled for November 29, 2012.

   b) On October 18, 2012, Cathy Clemmer, Pine County Auditor/Treasurer, contacted Board Chair D. Stockamp requesting immediate signatures from her and Executive Director Janice Gustafson on two separate Closing Documents on the $13,285,000 Public Project Revenue Bonds. Board members were concerned that because the HRA's signatures were needed immediately, Ms. Clemmer did not provide the HRA with any details or information. The HRA was not given an opportunity to meet and discuss the refinancing and to vote on signing-off on the documents.

8. Resident Managers' Reports.

   a) Finlayson Manor. In S. Blake's absence, J. Gustafson presented her report. Everything was going well at the Finlayson Manor.

   b) Sandstone Manor. E. Yocum reported the residents are having fun playing bingo, putting puzzles together and are looking forward to Halloween.

9. Resident Comments/Questions. There were no comments or questions.

10. A motion was made by D. Dronen and was seconded by J. Oak to adjourn the meeting at 2:47 P.M. Motion carried: Yeas 4, Nays 0.

11. The next regular scheduled meeting is November 29, 2012, at the Finlayson Manor.

Dorothy Stockamp
HRA Board Chair

Janice S. Gustafson
Executive Director

PINE COUNTY REQUEST FOR BOARD ACTION

Requested Board Date:	Consent Agenda *(Please Circle)*
December 11, 2012	Regular Agenda Estimated Time: *(Please Circle)* 10 Min. 15 Min. Time needed 30 Min. 45 Min. 1 hour
Department Requesting Action: **Auditor/Treasurer**	Cathy Clemens 12-3-12 Department Head Signature Date

Item for Discussion:

November 2012 Disbursements

Board Action Requested: (Attach additional pages if needed)

County Board Adoption

Supporting Documents: Attached None

DISBURSEMENTS JOURNAL REPORT Specific Dates: 11/01/2012 - 11/30/2012

RECAP BY FUND	FUND	AMOUNT	NAME
	1	398,739.43	GENERAL REVENUE FUND
	13	607,476.41	ROAD & BRIDGE FUND
	21	7,428.49	800 MHZ PROJECT FUND
	22	3,189.40	LAND MANAGEMENT FUND
	38	9,800.00	BUILDING FUND
	76	223,286.15	GROUP HEALTH INS FUND 5/1/95 (GEN)
	80	9,167.00	COUNTY COLLECTIONS AGENCY FUND
	82	5,021,338.72	TAXES AND PENALTIES AGENCY FUND
	84	40.77	EAST CENTRAL DRUG TASK FORCE AGENCY F
		6,280,466.37	Total Disbursements

RECAP BY TYPE	TYPE	AMOUNT	NAME
	1	6,281,037.37	AUD
	3	571.00-	MVC
		6,280,466.37	Total Disbursements

Copyright 2010 Integrated Financial Systems

PINE COUNTY REQUEST FOR BOARD ACTION

Requested Board Date:	Consent Agenda *(Please Circle)*
December 11, 2012	Regular Agenda Estimated Time: *(Please Circle)* 10 Min. 15 Min. Time needed 30 Min. 45 Min. 1 hour
Department Requesting Action: **Auditor/Treasurer**	Department Head Signature 12-3-12 Date

Item for Discussion:

Applications for Abatement:
Troy & Gail Downing, 4696 Clover Ln, Braham, PID 29.0288.001, pay 2012
Ryan Wilson, 94394 Frontage Rd E, Moose Lake, PID 33.0121.001, pay 2011 & 2012
Willow River Ranch LLC, 8081 Willow St, Willow River, PID 17.0033.000, pay 2012

Board Action Requested: (Attach additional pages if needed)

Supporting Documents: Attached None

APPLICATION FOR ABATEMENT - HOMESTEAD FORM

(M.S. 375.192)

DATE: 11/14/12 $25 Fee Collected: YES X NO ___ For Taxes Levied In: 2011

Abatement # ___ And Payable In: 2012

Please Print Or Type

Applicants Name: Troy & Gail Downing	Applicants Mailing Address: 46916 Clover Ln
Applicant's SSN: on file	Brahan, MN 55006
Telephone (Home): 651-307-4567	
Telephone (Work):	

Description Of Property:

Property ID or Parcel Number: 29.028.8001

Street Address: 46916 Clover Ln - Brahan

Township/City: Kroalton Twp

School District:

Legal Description: W 792 of N 990' W/2 SE/4 S21-T38-R22 18.0 Ac.

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, 2010 mid-year homesteads) and that such occupancy began on May 19, 2010 and that my/our ownership is evidenced by a quit claim deed dated May 19, 2010 which provides for a sole/shared ownership interest by a total of 2 persons.

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: Troy P. Downing Social Security Number: on file

Owner's Name: Gail S. Downing Social Security Number: on file

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]

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:

Property was homestead for 2011, the year after the purchase so owner assumed homestead was OK. Truly, it was a carry over homestead, however

The applicant(s) has/have provided the following documentation as proof of occupancy:

that homestead was his own relative homestead.

[signature] 11/14/12

Signature of Investigator Date

Form LODA-3

Application for Local-Option Disaster Abatements and Credits

IMPORTANT: Application for property that is NOT located in a declared disaster or emergency area

If your property has been damaged or destroyed by a natural disaster, arson, or other type of accident, you may be eligible to receive some property tax relief on this year's and next year's property taxes. The type of tax relief you receive will depend on whether your property is homesteaded, the amount of damage sustained, the number of months the structure is unusable or uninhabitable, and a number of other factors. If an assessor has not already reassessed your property, you should contact your county assessor's office and request that an assessor view the damage for the purpose of receiving disaster relief.

May 2011

County of: Pine

Applicant information. Please type or print.

Name	Social Security number		
Ryan Wilson	on file		
Mailing address (street address) 94394 East Frontage Rd	City Moose Lake	State MN	Zip 55767
Telephone (work) (218) 780 2265	Telephone (home) (218) 485-8575		
Property I.D. or Parcel number (found on your property tax statement) 33.0121.001	School District number 97		

Address of damaged property (if different than mailing address) 94394 Frontage Rd E, Moose Lake, MN 55767

Legal description of property (found on your property tax statement)

S4 T45-R19

Is the property homesteaded? ☒ Yes ☐ No

Is the property located in a county designated as a disaster or emergency area? ☐ Yes ☒ No

How many months was the property unable to be occupied or used?

Date you left property: 4-30-11

Date you returned to property: TBD

Applicant's statement of facts. (Please list type of disaster, type of damage, and any other information you deem relevant.)

House fire April 2011

Moved out immediately

Fire + smoke damage, hole in roof, not liveable

Statement of Facts and Signature

Signature of property owner: By signing below, I certify, to the best of my knowledge, the above statements are true and correct.

Signature: Ryan Wilson Date: 11-20-12

Note: Minnesota Statutes, 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 $3,000.00, or both."

Form LODA-3

Application for Local-Option Disaster Abatements and Credits

IMPORTANT: Application for property that is NOT located in a declared disaster or emergency area

Your property has been damaged or destroyed by a natural disaster, arson, or other type of accident, you may be eligible to receive some property tax relief on this year's and next year's property taxes. The type of tax relief you receive will depend on whether your property is homesteaded, the amount of damage sustained, the number of months the structure is unusable or uninhabitable, and a number of other factors. If an assessor has not already reassessed your property, you should contact your county assessor's office and request that an assessor view the damage for the purpose of receiving disaster relief.

May 2012

County of: Pine

Applicant and Property Information

Applicant information. Please type or print.

Name: Ryan Wilson	Social Security number: on file
Mailing address (street address): 94394 East frontage Rd	City: Moose Lake | State: MN | Zip: 55767
Telephone (work): (218) 380-2265	Telephone (home): (218) 485-8575
Property I.D. or Parcel number *(found on your property tax statement)*: 33.0121.001	School District number:

Address of damaged property *(if different than mailing address)*: 94394 Frontage Rd E, Moose Lake MN 55767

Legal description of property *(found on your property tax statement)*:

S4 T45 R19

Is the property homesteaded?
☒ Yes ☐ No

Is the property located in a county designated as a disaster or emergency area?
☐ Yes ☒ No

How many months was the property unable to be occupied or used?

Date you left property: April 11

Date you returned to property: TBD

Statement of Facts and Signature

Applicant's statement of facts. (Please list type of disaster, type of damage, and any other information you deem relevant.)

House fire April 2011 moved out immediately

Fire + smoke damage, hole in roof, not liveable

Signature of property owner: By signing below, I certify, to the best of my knowledge, the above statements are true and correct.

Signature: [signature] Date: 11-2012

Note: Minnesota Statutes, 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 $5,000.00, or both."

Form LODA-2

Application for Local Option Disaster Abatements and Credits - Disaster Area

If your property has been damaged or destroyed as a result of the recent disaster or emergency, you may be eligible to receive some property tax relief on this year's property taxes as well as property taxes payable next year. The type of tax relief you receive will depend on whether your property is homesteaded, whether it is located within a declared disaster or emergency area, the amount of damage sustained, and a number of other factors. If an assessor has not already reassessed your property, you should contact your county assessor's office and request that a county assessor view the damage for the purpose of receiving disaster relief.

County of: PINE

May 2012

Applicant and Property Information

Applicant Information. Please type or print.

Name: Willow River Ranch, LLC. - Howard Thompson

Mailing address (street address)	City	State	Zip
7520 Wayzata Blvd	Minneapolis	MN	55426

Telephone (work)	Telephone (home)
( )	(952) 451-6314

Property I.D. or Parcel number (found on your property tax statement)	School District number
17.0083.000	577

Address of damaged property (if different than mailing address): 8081 willow St - Willow River

Legal description of property (found on your property tax statement): part of government lot 5 lying south of the willow river, which runs thru Lot 6 + SE of Kettle River S3-T44-R20

Is the property usable/liveable: ☐ Yes ☒ No → If no, date you left property: 6/21/12

Signature of property owner: *By signing below, I certify, to the best of my knowledge, the above statements are true and correct.*

Prop. Owner Signature

Signature	Date
NO Sig. Needed Per Section 22 of 12-0259 Special Session Ch. 1	

Note: Minnesota Statutes, 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 $3,000.00, or both."

STOP: The information below is for OFFICE USE ONLY

Investigator Statement of Facts and Signature

Check the appropriate box(es) for homestead or non-homestead property:

Homestead Property:

- ☐ This structure is over 50% damaged and qualifies for an abatement of property taxes payable THIS YEAR.
- ✓ Homestead Disaster Credits for taxes payable next year will be automatically calculated and shown on next year's tax statement.

Non-homestead Property:

- ☒ This structure is over 50% damaged and qualifies for qualifies for an abatement of property taxes payable THIS YEAR.
- ☐ This structure is over 50% damaged and qualifies for qualifies for a credit of property taxes payable NEXT YEAR.

Report of investigation: I hereby report that I have investigated the statements made in this application and find the facts to be as follows:

Property had water on main floor of home (per video on fox9 website) ½ way up garage + shed per field inspection 11/20/12. (50%)

Signature	Date
[signature]	11/26/12

Revised 3/11

PINE COUNTY REQUEST FOR BOARD ACTION

Requested Board Date: December 11, 2012	Consent Agenda *(Please Circle)* Regular Agenda Estimated Time: *(Please Circle)* 10 Min. 15 Min. Time needed 30 Min. 45 Min. 1 hour
Department Requesting Action: **Auditor/Treasurer**	Department Head Signature Date

Item for Discussion:

Applications for Abatement:
David & Joan Granger, 12558 Cross Lake Rd SE. Pine City, PID 26.0522.002, pay 2010-2012
M & M Ventures, LLC. 1120 Holstein Dr NE. Pine City, PID 42.0044.001, pay 2012

Board Action Requested: (Attach additional pages if needed)

Supporting Documents: Attached None

Commissioner of Revenue Abatement Form 4 (Rev 5/90)

APPLICATION FOR ABATEMENT - GENERAL FORM

(M.S. 375.192)

DATE: 12/4/12

For Taxes Levied In: 2011
And Payable In: 2012

Abatement # AB12-33

Please Print Or Type

Applicants Name:	David & Jean Granger	Applicants Mailing Address:	
Applicant's SSN:	on file	12558 Cross Lake Rd SE	
Telephone (Home):	612-819-2009	Pine City, MN 55063	
Telephone (Work):			

Description Of Property:

Property ID or Parcel Number: 26.0522.002
Street Address: 12558 Cross Lake Rd SE
Township/City: Pine City Twp
School District: 578

Legal Description:

part of government lot 3, sec 34, twp 39, rng 21

ASSESSOR'S ESTIMATED MARKET VALUE:

Land: 96,400 Structures: 125,400 Total: 221,800 Classification: 201-1-000

Applicants Statement of Facts:

when property was split per minor subdivision + survey, lake frontage was to go with parcel 26.0522.000, not this parcel as it has been.

Applicants Request:

correct valuation to reflect this parcel as having no lakeshore.

Applicant's Signature: K S

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."

Commissioner of Revenue Abatement Form 4 (Rev 5/90)

APPLICATION FOR ABATEMENT - GENERAL FORM

(M.S. 375.192)

DATE: 12/4/12

For Taxes Levied In: 2010
And Payable In: 2011

Abatement # AB11-43

Please Print Or Type

Applicants Name:	David & Joan Granger	Applicants Mailing Address:	
Applicant's SSN:	on file	12558 Cross Lake Rd SE	
Telephone (Home):	612-819-2009	Pine City, MN 55063	
Telephone (Work):			

Description Of Property:
Property ID or Parcel Number: 26.0522.002
Street Address: 12558 Cross Lake Rd SE
Township/City: Pine City Twp
School District: 578

Legal Description:
part of government lot 3, sec 34, twp 39, rng 21

ASSESSOR'S ESTIMATED MARKET VALUE:

Land: 100,000 Structures: 132,300 Total: 232,300 Classification: 201-1-000

Applicants Statement of Facts:
when property was split per minor subdivision & survey, lake frontage was to go with parcel 26.0522.000, not this parcel as it has been.

Applicants Request:
correct valuation to reflect this parcel as having no lakeshore.

Applicant's Signature: K S

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."

Commissioner of Revenue Abatement Form 4 (Rev 5/90)

APPLICATION FOR ABATEMENT - GENERAL FORM

(M.S. 375.192)

DATE: 12/4/12

For Taxes Levied In: 2009
And Payable In: 2010

Abatement # AB 10-77

Please Print Or Type

Applicants Name:	David & Joan Granger	Applicants Mailing Address:	
Applicant's SSN:	on file	12558 Cross Lake Rd SE	
Telephone (Home):	612-819-2009	Pine City, MN 55063	
Telephone (Work):			

Description Of Property:
Property ID or Parcel Number: 26.0522.002
Street Address: 12558 Cross Lake Rd SE
Township/City: Pine City Twp
School District: 578

Legal Description:
part of government lot 3, sec 34, twp 39, rng 21

ASSESSOR'S ESTIMATED MARKET VALUE:

Land: 100,100 Structures: 140,700 Total: 240,800 Classification: 201-1-000

Applicants Statement of Facts:
when property was split per minor subdivision + survey, lake frontage was to go with parcel 26.0522.000, not this parcel as it has been.

Applicants Request:
correct valuation to reflect this parcel as having no lakeshore.

Applicant's Signature: K S

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."

Commissioner of Revenue Abatement Form 4 (Rev 5/90)

APPLICATION FOR ABATEMENT - GENERAL FORM

(M.S. 375.192)

DATE: 12/4/12

For Taxes Levied In: 2011
And Payable In: 2012

Abatement # AB12-32

Please Print Or Type

Applicants Name:	M+M Ventures, LLC	Applicants Mailing Address:	
Applicant's SSN:		1120 Holstein Dr NE	
Telephone (Home):	952-935-3800	Pine City, MN 55063	
Telephone (Work):	(same)		

Description Of Property:

Property ID or Parcel Number: 42.0044.001

Street Address: 1120 Holstein Dr NE - Pine City

Township/City: City of Pine City

School District: 578

Legal Description:

part NW1/4 NE1/4, Sec 28, Twp 39, Rng 21

5.0 acres

ASSESSOR'S ESTIMATED MARKET VALUE:

Land: 106,200 Structures: 2,331,700 Total: 2,437,900 Classification: 233-0099

Applicants Statement of Facts:

Tax Court Stipulation.

Applicants Request:

Tax Court Stipulation

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."

PINE COUNTY REQUEST FOR BOARD ACTION

Requested Board Date:	Consent Agenda *(Please Circle)* Regular Agenda Estimated Time: *(Please Circle)* 10 Min. 15 Min. Time needed 30 Min. 45 Min. 1 hour
Department Requesting Action: **Auditor**	Department Head Signature 11-27-12 Date

Item for Discussion: (one form per item)

Approval of applications for renewal of tobacco licenses in Pine County under the jurisdiction of the Auditor

for the period of January 1- December 31, 2013

Subject to approval of County Board and County Sheriff
no delinquent taxes

Board Action Requested: (Attach additional pages if needed)

Supporting Documents: X Attached None

Banning Junction
Bear's Den
Chengwatana Country Club
Chris' Food Center
CFC-PC Inc. Chris' Food Center
Crossroads Convenience Store
Cypress Inn
Daggett's Super Valu
Dave's Oil Corp
Denham Run Bar & Grill
Doosy Smoke Shop
Double A Liquors
Duquette General Store
Family Dollar Store-Sandstone
Finlayson Municipal Liquor Store
Froggies
Heidelberger's Rock Creek Motor Stop
Hinckley Firehouse Liquor
Holiday Station stores #6, 226, and 258
Jade Fuel
Kurt's Station
Little Stores (2)
Main Street Grocery
Mainstreet Milkhouse
Marathon of Beroun
Nickerson Bar & Motel, Inc
Off the Road Bar & Grill
Petry's Bait Company
Pump N Munch
Ray & Marge's Resort
Rich's Bar
Ringer's Bar & Grill
Rock Creek Pit Stop
Sandstone bp
Sandstone Petro Plus
Slim's Service, Inc.
Squirrel Cage
St. Croix Haven Campground
Stogies Discount Tobacco
SuperAmerica #4500

Super Smokes
Tank's Tavern
Tobies Station, Inc
Voyageur Bottle Shop
Wal-Mart Supercenter #2367
Wilderness Inn Sports Bar & Grill
Wanna Video
Willow River Mercantile Co.

PINE COUNTY REQUEST FOR BOARD ACTION

Requested Board Date: December 4, 2012	Consent Agenda *(Please Circle)* Regular Agenda Estimated Time: *(Please Circle)* 5 Min 10 Min. 15 Min. Time needed 30 Min. 45 Min. 1 hour
Department Requesting Action: **Pine County Public Works**	Mark A LeB 12/2/12 Department Head Signature Date

Item for Discussion: (one form per item)

Mark LeBrun, County Engineer, to attend 2013 MN County Engineer's Association Conference, January 22-25, 2013 Brainerd.

Board Action Requested: (Attach additional pages if needed)
Registration and lodging $552.34

Supporting Documents: Attached None

PINE COUNTY REQUEST FOR BOARD ACTION

Requested Board Date: December 11, 2012	Consent Agenda *(Please choose)* **CONSENT** Regular Agenda Estimated Time: *(Please Circle)* _____ ____ 10 Min. 15 Min. Time needed 30 Min. 45 Min. 1 hour
Department requesting action: **Health and Human Services**	LINDA CASSMAN_____ Department Head Signature Date 12/5/12

Item for Discussion: (one form per item)

Approve a leave without pay for up to 90 days for Roxanne Anderson. She has a family emergency and is not eligible for FMLA because she has not worked for the county for a full year.

Board Action Requested: (Attach additional pages if needed)

Approve the leave without pay for up to 90 days for Roxanne Anderson, Children's Mental Health Social Worker.

Supporting Documents: Attached

PINE COUNTY REQUEST FOR BOARD ACTION

Requested Board Date:	Consent Agenda *(Please Circle)*
December 11, 2012	Regular Agenda Estimated Time: *(Please Circle)* 2 Time needed 10 Min. 15 Min. 30 Min. 45 Min. 1 hour
Department Requesting Action: **AUDITOR**	Department Head Signature 11-27-12 Date

Item for Discussion: (one form per item)

Repurchase of forfeited land in full – Linda Kenneth Schnapp
Parcel 02.0303.001

Board Action Requested: (Attach additional pages if needed)

Approve the above repurchase in full.

Supporting Documents: **Attached** None

RESOLUTION

WHEREAS, Kenneth R. Schnapp , 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:

Northeast Quarter of the Southeast Quarter (NE1/4 of SE1/4), Section Twenty-nine (29) Township Forty-two (42), Range Sixteen (16)

PID #02.0303.001

and WHEREAS, said applicant has set forth in his application that:

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 Kenneth R. Schnapp, 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 11th day of December, 2012

Attest:

Chairman, Board of County Commissioners
Pine County, Minnesota

County Auditor

PINE COUNTY REQUEST FOR BOARD ACTION

Requested Board Date:	Consent Agenda *(Please Circle)*
December 11, 2012	Regular Agenda Estimated Time: *(Please Circle)* 5 Time needed 10 Min. 15 Min. 30 Min. 45 Min. 1 hour
Department Requesting Action: **AUDITOR**	Department Head Signature 12-4-12 Date

Item for Discussion: (one form per item)

Repurchase of forfeited land in full – Nathan L. Rod and Yancy S. Rod
Parcel 43.0020.005

Board Action Requested: (Attach additional pages if needed)

Approve the above repurchase in full.

Supporting Documents: **Attached** None

RESOLUTION

WHEREAS, Nathan L. Rod and Yancy S. Rod, 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:

The South 332 feet of North 996 feet of Northwest ¼ of Southwest ¼ (NW1/4 of SW1/4) Section Fourteen (14), Township Thirty-eight (38), Range Twenty (20)

PID #43.0020.005

and WHEREAS, said applicant has set forth in his application that:

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 Nathan L. Rod and Yancy S. Rod, 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 11th day of December, 2012

Attest:

_____
Chairman, Board of County Commissioners
Pine County, Minnesota

_____
County Auditor

PINE COUNTY REQUEST FOR BOARD ACTION

Requested Board Date:	Consent Agenda *(Please Circle)*
December 11, 2012	(Regular Agenda) Estimated Time: *(Please Circle)* 5 min 10 Min. 15 Min. Time needed 30 Min. 45 Min. 1 hour
Department Requesting Action: **Assessor**	Department Head Signature 11/30/12 Date

Reappoint Kelly Schroeder as Pine County Assessor for the four year term beginning January, 1 2013 and ending December 31, 2016.

This reappointment is necessary under Minnesota Statute 273.061, Subdivision 2.

Board Action Requested: (Attach additional pages if needed)

Supporting Documents: Attached None

PINE COUNTY REQUEST FOR BOARD ACTION

Requested Board Date:	Consent Agenda *(Please Circle)*
December 11, 2012	Regular Agenda Estimated Time: *(Please Circle)* 5 Min. Min. Time needed 20 Min. 45 Min. 1 hour
Department requesting action: **Public Works**	Department Head Signature Date

Item for Discussion:

Resolution to begin Condemnation proceedings on SAP 58-641-15.

Board Action Requested: (Attach additional pages if needed)
Approve resolution

Supporting Documents: Attached None

BOARD OF COUNTY COMMISSIONERS

PINE COUNTY, MINNESOTA

Date: _____ Resolution No._____

Motion by Commissioner _____ Seconded by Commissioner_____

==========

RESOLUTION FOR ACQUISITION FOR HIGHWAY PURPOSES

Whereas, the Pine County Highway Department proposes to reconstruct and improve a portion of County State Aid Highway Number 41, known as State Aid Project Number 058-641-015 located between 1 mile East of Maple Road and 1.5 miles West and North of Maple Road, from the Southeast corner of Section 5, Township 44 North, Range 21 West, to the West Quarter Corner of Section 6, Township 44 North, Range 21 West, Pine County, Minnesota; and,

Whereas, the improvement consists of widening, re-aligning, and reconstructing said roadway and surfacing with aggregate base, as herein determined necessary to provide for the safety of the traveling public; and,

Whereas, in addition to the existing highway easements, certain land and interests therein (hereinafter "New Right of Way") are required to construct the project; and,

Whereas, negotiations with landowners along said roadway have been ongoing, with no agreement reached as to the following:

Parcel No. 1 Carl W. Johnson

NOW, THEREFORE, BE IT RESOLVED that the County Board of Commissioners hereby authorizes the County Highway Engineer to proceed to acquire the New Right of Way in accordance with Minnesota Statutes.

BE IT FURTHER RESOLVED, that those lands as described above which cannot be acquired by direct negotiation, shall be acquired by eminent domain and the County hereby requests the County Attorney to file the necessary petition therefore and to prosecute such action to a successful conclusion or until it is abandoned, dismissed or terminated by the County or Court.

YES		NO	
Dist. #1: S. Hallan	_____	Dist. #1: S. Hallan	_____
Dist. #2: M. Pangerl	_____	Dist. #2: M. Pangerl	_____
Dist. #3: S. Chaffee	_____	Dist. #3: S. Chaffee	_____
Dist. #4: C. Rossow	_____	Dist. #4: C. Rossow	_____
Dist. #5: D. Carlson	_____	Dist. #5: D. Carlson	_____

STATE OF MINNESOTA)
ss.
County of Pine)

I, David J. Minke, County Administrator of Pine County, Minnesota, hereby certify that I have compared the foregoing copy of a resolution of the County Board of said County with the original record thereof in the minutes of the proceedings of said Board at a meeting duly held _____ day of ____, 2012, and that same is a true and correct copy of said original record and that said resolution was duly adopted by said Board at said meeting.

Witness my hand and seal this _____ day of _____, 2012.

David J. Minke
County Administrator
Pine County, Minnesota

PINE COUNTY REQUEST FOR BOARD ACTION

Requested Board Date:	Consent Agenda *(Please Circle)*
December 11, 2012	Regular Agenda Estimated Time: *(Please Circle)* 5 Min. Min. Time needed 20 Min. 45 Min. 1 hour
Department requesting action: **Public Works**	12/2/12 Department Head Signature Date

Item for Discussion:

Cooperative Agreement with Pine City for SAP 58-608-17.

Board Action Requested: (Attach additional pages if needed)
Approve

Supporting Documents: Attached None

Pine County Cooperative Agreement
With
City of Pine City

WITNESSETH: This agreement by and between the County of Pine, a political subdivision of the State of Minnesota hereinafter referred to as the "County", and the City of **Pine City**, a political subdivision of the State of Minnesota hereinafter referred to as the "City";

Whereas, the City has requested the County to act on their behalf in the opening of bids, award of contracts, and the inspection of construction activities for the proposed improvement known as State Aid Project 58-608-17 for the reconstruction of CSAH 8 from CSAH 61 to CSAH 65, and

Whereas, it is mutually beneficial for reconstruction to include the City owned utility replacement in conjunction with the County road improvement, and

Whereas, the City will contribute proportionate share of engineering and costs of utility construction, and

Whereas, the Minnesota Department of Transportation shall determine the level and scope of specification preparation, construction plan detail, and materials inspection, and

Whereas, the City has expressed its willingness to execute a cooperative agreement with the County to mutually identify responsibilities and obligations for SAP 58-608-17.

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. The County shall review the necessary construction plans, specifications, proposals, and estimates prepared by others for submittal and approval to a construction status by the Minnesota Department of Transportation.

2. The County shall take bids and make recommendation for award of the construction contract, shall perform the construction administration (advertisement of bids, partial and final estimates, and final reports).

3. The County will hire a qualified consulting engineer to provide the necessary design, inspection, field work, and testing as required by the Minnesota Department of Transportation regulations and as determined by the County Engineer.

4. The County will not charge the City for services outlined in items 1 and 2. The City will pay proportionate engineering costs for Item 3.

5. The City shall reimburse the County 95% of their share of the pay items and engineering upon substantial completion of the contract anticipated to be in August of 2014.

6. Upon final contract payment, the city shall reimburse the County for remainder share of engineering and pay items.

7. The County will pay for curb to curb road replacement including all storm sewer within County ROW and existing sidewalk. County will contribute 50% of costs for new sidewalk.

8. The City and County agree to indemnify each other and hold each other harmless from any and all claims, causes of action, lawsuits, judgements, charges, demands, costs and expenses including, but not limited to, interest involved therein, attorneys' fees and costs and expenses connected therewith arising out of or resulting from the failure of any party to satisfy the provisions of this agreement or for damages caused to fourth parties as a result of the manner in which the City or County perform or fail to perform duties imposed on each party by the terms of this agreement.

9. Nothing herein shall constitute a waiver by any party of the limits of liability provided in Minnesota Statutes No. 466 or other applicable law.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed.

CITY OF PINE CITY, MINNESOTA

By _____

Its Mayor

By _____

Its City Administrator

Date November 7, 2012

COUNTY OF PINE, MINNESOTA

By _____
Chairperson
Board of County Commissioners

Approved as to Form:

_____
County Attorney Date

Recommended for Approval:

_____
County Engineer Date

PINE COUNTY REQUEST FOR BOARD ACTION

Requested Board Date: December 11 2012	Consent Agenda *(Please Circle)* Regular Agenda Estimated Time: *(Please Circle)* ___5_____ 10 Min. 15 Min. Time needed 30 Min. 45 Min. 1 hour
Department Requesting Action: Pine County Public Works	Department Head Signature 12/2/12 Date

Item for Discussion: (one form per item)

Master Partnership Contract with MN DOT

Board Action Requested: (Attach additional pages if needed)
Approve Resolution and sign agreement

Supporting Documents: Attached None

Minnesota Department of Transportation

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

101 N. Hoover Road
Virginia, MN 55792-3412
Office Tel: 218/ 742-1100
Fax: 218/ 742-1086

October 29, 2012

Mark LeBrun
Pine County Engineer
405 Airport Road
Pine City, MN 55063

Subject: Master Partnership Contract 02467

Dear Mark:

Transmitted herewith (4 copies) is a proposed Master Partnership Contract 02467with Pine County. This Master Contract will allow MnDOT to pay Local Governments or Local Governments to pay MnDOT to perform certain work related emergency services, design, construction, maintenance, and improvements of trunk highways. This Master Partnership Contract has been certified by the Mn Dept. of Administration by T-Number 1379A, MMD Cert # 29504.

Kindly present this Master Partnership Agreement to the County Board for their approval and execution that includes original signatures of the County Board authorized County officers on all copies of the agreement.

When all original copies of the Master Partnership Agreement have been executed by the County Board, please return them to this office so that they may be returned to St. Paul for final execution.

An extra copy of the Agreement is being provided for your use until a fully executed copy is returned.

Sincerely,

Walter Leu, P.E.
District State Aid Engineer

cc:
M. Kelly-Sonnek – M.S. 682
File

Whereas, The Minnesota Department of Transportation wishes to cooperate closely with local units of government to coordinate the delivery of transportation services and maximize the efficient delivery of such services at all levels of government; and

Whereas, MnDOT and local governments are authorized by Minnesota Statutes sections 471.59, 174.02, and 161.20, to undertake collaborative efforts for the design, construction, maintenance and operation of state and local roads; and

Whereas: the parties wish to able to respond quickly and efficiently to such opportunities for collaboration, and have determined that having the ability to write "work orders" against a master contract would provide the greatest speed and flexibility in responding to identified needs.

Therefore, be it resolved:

1. That the County of Pine enter into a Master Partnership Contract with the Minnesota Department of Transportation, a copy of which was before the Pine County Board of Commissioners.

2. That the proper County of Pine officers are authorized to execute such contract, and any amendments thereto.

3. That the County Engineer is authorized to negotiate work order contracts pursuant to the Master Contract, which work order contracts may provide for payment to or from MnDOT, and that the County of Pine, Engineer may execute such work order contracts on behalf of the County of Pine without further approval by this Pine County Board of Commissioners.

Approved this 11th Day of December, 2012

Attest:

By:_____
County Administrator

Date: _____

STATE OF MINNESOTA

AND

COUNTY OF PINE

MASTER PARTNERSHIP CONTRACT

This master contract is between the State of Minnesota, acting through its Commissioner of Transportation hereinafter referred to as the "State" and PINE COUNTY acting through its COUNTY BOARD, hereinafter referred to as the "Local Government".

Recitals

1. The parties are authorized to enter into this agreement pursuant to Minnesota Statutes §§15.061, 471.59 and 174.02.
2. Minnesota Statutes Section 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.
3. Each party to this Contract is a "road authority" as defined by Minnesota Statutes §160.02 (subd. 25).
4. Minnesota Statutes Section 161.39, subdivision 1, authorizes a road authority to perform work for another road authority. Such work may include providing technical and engineering advice, assistance and supervision, surveying, preparing plans for the construction or reconstruction of roadways, and performing roadway maintenance.
5. Minnesota Statues §174.02 (subd. 6) authorizes the Commissioner of Transportation to enter into agreements with other governmental entities for research and experimentation; for sharing facilities, equipment, staff, data, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services, or that further development of innovation in transportation for the benefit of the citizens of Minnesota.
6. Each party wishes to occasionally procure services from the other party, which the parties agree will enhance the efficiency of delivering governmental services at all levels. This Master Partnership Contract provides a framework for the efficient handling of such requests. This Master Partnership Contract contains terms generally governing the relationship between the parties hereto. When specific services are requested, the parties will (unless otherwise specified herein) enter into a "Work Order" contracts.
7. Subsequent to the execution of this Master Partnership Contract, the parties may (but are not required to) enter into "Work Order" contracts. These Work Orders will specify the work to be done, timelines for completion, and compensation to be paid for the specific work.
8. The parties are entering into this Master Partnership Contract to establish terms that will govern all of the Work Orders subsequently issued under the authority of this Contract.

Master Contract

1. Term of Master Contract; Use of Work Order Contracts; Survival of Terms

1.1. ***Effective Date:*** This contract will be effective on the date last signed by the Local Government, and all State officials as required under Minn. Stat. § 16C.05, subd. 2.

1.2. A party must not accept work under this Contract until it is fully executed.

1.3. ***Expiration Date.*** This Contract will expire on June 30, 2017.

1.4. ***Work Order Contracts.*** A work order contract must be negotiated and executed (by both the State and the Local Government) for each particular engagement, except for Technical Services provided by the State to the Local Government as specified in Article 2. The work order contract must specify the detailed scope of work and deliverables for that engagement. A party must not begin work under a work order until such work order is fully executed. The terms of this Master Partnership Contract will apply to all work orders issued hereunder, unless specifically varied in the work order. The Local Government understands that this Master Contract is not a guarantee of any payments or work order assignments, and that payments will only be issued for work actually performed under fully-executed work orders.

1.5. ***Survival of Terms.*** The following clauses survive the expiration or cancellation of this master contract and all work order contracts: 12. Liability; 13. State Audits; 14. Government Data Practices and Intellectual Property; 17. Publicity and Endorsement; 18. Governing Law, Jurisdiction, and Venue; and 22. Data Disclosure. All terms of this Master Contract will survive with respect to any Work Order issued prior to the expiration date of the Master Contract.

1.6. ***Sample Work Order***. A sample work order contract is available upon request from the State.

2. Technical Services

2.1. ***Technical Services*** include repetitive low-cost services routinely performed by the State for the Local Government. These services may be performed by the State for the Local Government without the execution of a work order, as these services are provided in accordance with standardized practices and processes and do not require a detailed scope of work. Technical services are limited to the following services:

2.1.1. Pavement Striping, Sign and Signal Repair, Bridge Load Ratings, Bridge and Structure Inspections, Pavement Condition Data, Materials Testing and Carcass Removal.

2.1.2. Every other service not falling under the services listed in 2.1.1 will require a Work Order contract.

2.2. The Local Government may request the State to perform Technical Services in an informal manner, such as by the use of email, a purchase order, or by delivering materials to a State lab and requesting testing. A request may be made via telephone, but will not be considered accepted unless acknowledged in writing by the State.

2.3. The State will promptly inform the Local Government if the State will be unable to perform the requested Technical Services. Otherwise, the State will perform the Technical Services in accordance with the State's normal processes and practices, including scheduling practices taking into account the availability of State staff and equipment.

2.4. Payment Basis. Unless otherwise agreed to by the parties prior to performance of the services, the State will charge the Local Government the State's then-current rate for performing the Technical Services The then-current rate may include the State's normal and customary labor additives. The State will invoice the Local Government upon completion of the services, or at regular intervals not more than once monthly as agreed upon by the parties. The invoice will provide a summary of the Technical Services provided by the State during the invoice period.

3. Services Requiring A Work Order Contract

3.1. ***Work Order Contracts:*** A party may request the other party to perform any of the following services under individual work order contracts.

3.2. ***Professional and Technical Services.*** A party may provide professional and technical services upon the request of the other party. As defined by Minnesota Statutes §16C.08 (subd. 1) professional/technical services "means services that are intellectual in character, including

consultation, analysis, evaluation, prediction, planning, programming, or recommendation; and result in the production of a report or completion of a task". Professional and technical services do not include providing supplies or materials except as incidental to performing such services. Professional and technical services include (by way of example and without limitation) engineering services, surveying, foundation recommendations and reports, environmental documentation, right-of-way assistance (such as performing appraisals or providing relocation assistance, but excluding the exercise of the power of eminent domain), geometric layouts, final construction plans, graphic presentations, public relations, and facilitating open houses. A party will normally provide such services with its own personnel; however, a party's professional/technical services may also include hiring and managing outside consultants to perform work provided that a party itself provides active project management for the use of such outside consultants.

3.3. ***Roadway Maintenance.*** A party may provide roadway maintenance upon the request of the other party. Roadway maintenance does not include roadway reconstruction. This work may include but is not limited to snow removal, ditch spraying, roadside mowing, CRS-2 road oil, bituminous mill and overlay (only small projects), seal coat, bridge hits, major retaining wall failures, major drainage failures, and message painting. All services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work.

3.4. ***Construction Administration.*** A party may administer roadway construction projects upon the request of the other party. Roadway construction includes (by way of example and without limitation) the construction, reconstruction, or rehabilitation of mainline, shoulder, median, pedestrian or bicycle pathway, lighting and signal systems, pavement mill and overlays, seal coating, guardrail installation, and channelization. These services may be performed by the Providing Party's own forces, or the Providing Party may administer outside contracts for such work. Construction administration may include letting and awarding construction contracts for such work (including state projects to be completed in conjunction with local projects). All contract administration services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work.

3.5. ***Emergency Services.*** A party may provide aid upon request of the other party in the event of a man-made disaster, natural disaster or other act of God. Emergency services includes all those services as the parties mutually agree are necessary to plan for, prepare for, deal with, and recover from emergency situations. These services include, without limitation, planning, engineering, construction, maintenance, and removal and disposal services related to things such as road closures, traffic control, debris removal, flood protection and mitigation, sign repair, sandbag activities and general cleanup. Work will be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work. If it is not feasible to have an executed work order prior to performance of the work, the parties will promptly confer to determine whether work may be commenced without a fully-executed work order in place. If work commences without a fully-executed work order, the parties will follow up with execution of a work order as soon as feasible.

3.6. When a need is identified, the State and the Local Government will discuss the proposed work and the resources needed to perform the work. If a party desires to perform such work, the parties will negotiate the specific and detailed work tasks and cost. The State will then prepare a work order contract. Generally, a work order contract will be limited to one specific project/engagement, although "on call" work orders may be prepared for certain types of services, especially for "Technical Services" items as identified section 2.1.2. The work order will also identify specific deliverables required, and timeframes for completing work. A work order must

be fully executed by the parties prior to work being commenced. The Local Government will not be paid for work performed prior to execution of a work order and authorization by the State.

4. Responsibilities of the Providing Party

The party requesting the work will be referred to as the "Requesting Party" and the party performing the work will be referred to as the "Providing Party". Each work order will set forth particular requirements for that project/engagement.

4.1. ***Terms Applicable to ALL Work Orders.*** The terms in this section 4.1 will apply to ALL work orders.

4.1.1. Each work order will identify an Authorized Representative for each party. Each party's authorized representative is responsible for administering the work order, and has the authority to make any decisions regarding the work, and to give and receive any notices required or permitted under this Master Contract or the work order.

4.1.2. The Providing Party will furnish and assign a publicly employed licensed engineer (Project Engineer), to be in responsible charge of the project(s) and to supervise and direct the work to be performed under each work order. For services not requiring an engineer, the Providing Party will furnish and assign another responsible employee to be in charge of the project. The services of the Providing Party under a work order may not be otherwise assigned, sublet, or transferred unless approved in writing by the Requesting Party's authorized representative. This written consent will in no way relieve the Providing Party from its primary responsibility for the work.

4.1.3. If the Local Government is the Providing Party, the Project Engineer may request in writing specific engineering and/or technical services from the State, pursuant to Minnesota Statutes Section 161.39. The work order may require the Local Government to deposit payment in advance or may, at the State's option, permit payment in arrears. If the State furnishes the services requested, the Local Government will promptly pay the State to reimburse the state trunk highway fund for the full cost and expense of furnishing such services. The costs and expenses will include the current State labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit.

4.1.4. Only the receipt of a fully executed work order contract authorizes the Providing Party to begin work on a project. Any and all effort, expenses, or actions taken by the Providing Party before the work order contract is fully executed is considered unauthorized and undertaken at the risk of non-payment.

4.1.5. In connection with the performance of this contract and any work orders issued hereunder, the Providing Agency will comply with all applicable Federal and State laws and regulations. When the Providing Party is authorized or permitted to award contracts in connection with any work order, the Providing Party will require and cause its contractors and subcontractors to comply with all Federal and State laws and regulations.

4.2. ***Additional Terms for Roadway Maintenance.*** The terms of section 4.1 and this section 4.2 will apply to all work orders for Roadway Maintenance.

4.2.1. Unless otherwise provided for by agreement or work order, the Providing Party must obtain all permits and sanctions that may be required for the proper and lawful performance of the work.

4.2.2. The Providing Party must perform maintenance in accordance with MnDOT maintenance manuals, policies and operations.

4.2.3. The Providing Party must use State-approved materials, including (by way of example and without limitation), sign posts, sign sheeting, and de-icing and anti-icing chemicals.

4.3. ***Additional Terms for Construction Administration.*** The terms of section 4.1 and this section 4.3 will apply to all work orders for construction administration.

4.3.1. Contract(s) must be awarded to the lowest responsible bidder or best value proposer in accordance with state law.

4.3.2. Contractor(s) must be required to post payment and performance bonds in an amount equal to the contract amount. The Providing Party will take all necessary action to make claims against such bonds in the event of any default by the contractor.

4.3.3. Contractor(s) must be required to perform work in accordance with the latest edition of the Minnesota Department of Transportation Standard Specifications for Construction.

4.3.4. For work performed on State right-of-way, contractor(s) must be required to indemnify and hold the State harmless against any loss incurred with respect to the performance of the contracted work, and must be required to provide evidence of insurance coverage commensurate with project risk.

4.3.5. Contractor(s) must pay prevailing wages pursuant to applicable state and federal law.

4.3.6. Contractor(s) must comply with all applicable Federal, and State laws, ordinances and regulations, including but not limited to applicable human rights/anti-discrimination laws and laws concerning the participation of Disadvantaged Business Enterprises in federally-assisted contracts

4.3.7. If the providing party is a Local Government, the Local Government will, without cost or expense to the State, obtain all rights of way, easements, construction permits and any other permits and sanctions that may be required in connection with the local and trunk highway portions of the contract construction. Before payment by the State, the Local Government will furnish the State with certified copies of the documents for rights of way and easements, construction permits and other permits and sanctions required for State cost participation construction covered under this Agreement.

4.3.8. The Providing Party may approve minor changes to the Requesting Party's portion of the project work if such changes do not increase the Requesting Party's cost obligation under the applicable work order.

4.3.9. The Providing Party will not approve any contractor claims for additional compensation without the Requesting Party's written approval, and the execution of a proper amendment to the applicable work order when necessary. The Local Government will tender the processing and defense of any such claims to the State upon the State's request.

4.3.10. The Local Government must coordinate all trunk highway work affecting any utilities with the State's Utilities Office.

4.3.11. The Providing Party must coordinate all necessary detours with the Requesting Party.

4.3.12. If the Local Government is the Providing Party, and there is work performed on the trunk highway right-of-way, the following will apply:

4.3.12.1 The Local Government will have a permit to perform the work on the trunk highway. The State may revoke this permit if the work is not being performed in a safe, proper and skillful manner, or if the contractor is violating the terms of any law, regulation, or permit applicable to the work. The State will have no

liability to the Local Government, or its contractor, if work is suspended or stopped due to any such condition or concern.

4.3.12.2 The Local Government will require its contractor to conduct all traffic control in accordance with the Minnesota Manual on Uniform Traffic Control Devices.

4.3.12.3 The Local Government will require its contractor to comply with the terms of all permits issued for the project including, but not limited to, NPDES and other environmental permits.

4.3.12.4 All improvements constructed on the State's right-of-way will become the property of the State.

5. Responsibilities of the Requesting Party

5.1. After authorizing the Providing Party to begin work, the Requesting Party will furnish any data or material in its possession relating to the project that may be of use to the Providing Party in performing the work.

5.2. All such data furnished to the Providing Party will remain the property of the Requesting Party and will be promptly returned upon the Requesting Party's request or upon the expiration or termination of this contract (subject to data retention requirements of the Minnesota Government Data Practices Act and other applicable law).

5.3. The Providing Party will analyze all such data furnished by the Requesting Party. If the Providing Party finds any such data to be incorrect or incomplete, the Providing Party will bring the facts to the attention of the Requesting Party before proceeding with the part of the project affected. The Providing Party will investigate the matter, and if it finds that such data is incorrect or incomplete, it will promptly determine a method for furnishing corrected data. Delay in furnishing data will not be considered justification for an adjustment in compensation.

5.4. The State will provide to the Local Government copies of any Trunk Highway fund clauses to be included in the bid solicitation and will provide any required Trunk Highway fund provisions to be included in the Proposal for Highway Construction, that are different from those required for State Aid construction.

5.5. The Requesting Party will perform final reviews and/or inspections of its portion of the project work. If the work is found to have been completed in accordance with the work order contract, the Requesting Party will promptly release any remaining funds due the Providing Party for the Project(s).

5.6. The work order contracts may include additional responsibilities to be completed by the Requesting Party.

6. Time

In the performance of project work under a work order contract, time is of the essence.

7. Consideration and Payment

7.1. ***Consideration.*** The Requesting Party will pay the Providing Party as specified in the work order. The State's normal and customary labor additives will apply to work performed by the State, unless otherwise specified in the work order. The State's normal and customary labor additives will not apply if the parties agree to a "lump sum" or "unit rate" payment.

7.2. ***State's Maximum Obligation.*** The total compensation to be paid by the State to the Local Government under all work order contracts issued pursuant to this Master Contract will not exceed $250,000.

7.3. ***Travel Expenses.*** It is anticipated that all travel expenses will be included in the base cost of the Providing Party's services, and unless otherwise specifically set forth in an applicable work order, the Providing Party will not be separately reimbursed for travel and subsistence expenses incurred by the Providing Party in performing any work order contract. In those cases where the State agrees to reimburse travel expenses, such expenses will be reimbursed in the same manner and in no greater amount than provided in the current "MnDOT Travel Regulations" a copy of which is on file with and available from the MnDOT District Office. The Local Government will not be reimbursed for travel and subsistence expenses incurred outside of Minnesota unless it has received the State's prior written approval for such travel.

7.4. **Payment.**

7.4.1. ***Generally.*** The ***Requesting Party*** will pay the Providing Party as specified in the applicable work order, and will make prompt payment in accordance with Minnesota law.

7.4.2. ***Payment by the Local Government.***

7.4.2.1. The Local Government will make payment to the order of the Commissioner of Transportation.

7.4.2.2. **IMPORTANT NOTE: PAYMENT MUST REFERENCE THE "MNDOT CONTRACT NUMBER" SHOWN ON THE FACE PAGE OF THIS CONTRACT AND THE "INVOICE NUMBER" ON THE INVOICE RECEIVED FROM MNDOT.**

7.4.2.3. Remit payment to the address below:

MnDOT
Attn: Cash Accounting
RE: MnDOT Contract Number 02467 and Invoice Number ######
(See note in 7.4.2.2. above.)
Mail Stop 215
395 John Ireland Blvd
St. Paul, MN 55155

7.4.3. ***Payment by the State.***

7.4.3.1. *Generally.* The State will promptly pay the Local Government after the Local Government presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted as specified in the applicable work order, but no more frequently than monthly.

7.4.3.2. *Retainage for Professional and Technical Services.* For work orders for professional and technical services, as required by Minn. Stat. § 16C.08, subd. 5(b), no more than 90 percent of the amount due under any work order contract may be paid until the final product of the work order contract has been reviewed by the State's authorized representative. The balance due will be paid when the State's authorized representative determines that the Local Government has satisfactorily fulfilled all the terms of the work order contract.

8. Conditions of Payment

All work performed by the Providing Party under a work order contract must be performed to the Requesting Party's satisfaction, as determined at the sole and reasonable discretion of the Requesting Party's Authorized Representative and in accordance with all applicable federal and state laws, rules, and

regulations. The Providing Party will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal or state law.

9. Local Government's Authorized Representative and Project Manager; Authority to Execute Work Order Contracts

9.1. The Local Government's Authorized Representative for administering this master contract is the Local Government's Engineer, and the Engineer has the responsibility to monitor the Local Government's performance. The Local Government's Authorized Representative is also authorized to execute work order contracts on behalf of the Local Government without approval of each proposed work order contract by its governing body.

9.2. The Local Government's Project Manager will be identified in each work order contract.

10. State's Authorized Representative and Project Manager

10.1. The State's Authorized Representative for this master contract is the District State Aid Engineer, who has the responsibility to monitor the State's performance.

10.2. The State's Project Manager will be identified in each work order contract.

11. Assignment, Amendments, Waiver, and Contract Complete

11.1. ***Assignment.*** Neither party may assign or transfer any rights or obligations under this Master Contract or any work order contract without the prior consent of the other and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Master Contract, or their successors in office.

11.2. ***Amendments.*** Any amendment to this master contract or any work order 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 contract, or their successors in office.

11.3. ***Waiver.*** If a party fails to enforce any provision of this master contract or any work order contract, that failure does not waive the provision or the party's right to subsequently enforce it.

11.4. ***Contract Complete.*** This master contract and any work order contract contain all negotiations and agreements between the State and the Local Government. No other understanding regarding this master contract or any work order contract issued hereunder, whether written or oral may be used to bind either party.

12. Liability.

Each party will be responsible for its own acts and omissions to the extent provided by law. The Local Government's liability is governed by Minnesota Statutes chapter 466 and other applicable law. The State's liability is governed by Minnesota Statutes section 3.736 and other applicable law. This clause will not be construed to bar any legal remedies a party may have for the other party's failure to fulfill its obligations under this master contract or any work order contract. Neither party agrees to assume any environmental liability on behalf of the other party. A Providing Party under any work order is acting only as a "Contractor" to the Requesting Party, as the term "Contractor" is defined in Minnesota Statutes §115B.03 (subd. 10), and is entitled to the protections afforded to a "Contractor" by the Minnesota Environmental Response and Liability Act. The parties specifically intend that Minnesota Statutes §471.59 subdivision 1a will apply to any work undertaken under this Master Contract and any work order issued hereunder.

13. State Audits

Under Minn. Stat. § 16C.05, subd. 5, the party's books, records, documents, and accounting procedures and practices relevant to any work order contract are subject to examination by the parties and by the

State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Master Contract.

14. Government Data Practices and Intellectual Property

14.1. ***Government Data Practices.*** The Local Government 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 Master Contract and any work order contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this Master Contract and any work order contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Local Government or the State.

14.2. ***Intellectual Property Rights***

14.2.1. Intellectual Property Rights. The Requesting Party will own all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under work order contracts. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Providing Party, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this master contract or any work order contract. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Providing Party, its employees, agents, or contractors, in the performance of a work order contract. The Documents will be the exclusive property of the Requesting Party and all such Documents must be immediately returned to the Requesting Party by the Providing Party upon completion or cancellation of the work order contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Providing Party Government assigns all right, title, and interest it may have in the Works and the Documents to the Requesting Party. The Providing Party must, at the request of the Requesting Party, execute all papers and perform all other acts necessary to transfer or record the Requesting Party's ownership interest in the Works and Documents. Notwithstanding the foregoing, the Requesting Party grants the Providing Party an irrevocable and royalty-free license to use such intellectual for its own non-commercial purposes, including dissemination to political subdivisions of the state of Minnesota and to transportation-related agencies such as the American Association of State Highway and Transportation Officials.

14.2.2. *Obligations with Respect to Intellectual Property.*

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

14.2.2.2. *Representation.* The Providing Party must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and

Documents are the sole property of the Requesting Party, and that neither Providing Party nor its employees, agents or contractors retain any interest in and to the Works and Documents.

15. Affirmative Action

The State intends to carry out its responsibility for requiring affirmative action by its Contractors, pursuant to Minnesota Statutes §363A.36. Pursuant to that Statute, the Local Government is encouraged to prepare and implement an affirmative action plan for the employment of minority persons, women, and the qualified disabled, and submit such plan to the Commissioner of the Minnesota Department of Human Rights. In addition, when the Local Government lets a contract for the performance of work under a work order issued pursuant to this Master Contract, it must include the following in the bid or proposal solicitation and any contracts awarded as a result thereof:

15.1. ***Covered Contracts and Contractors.*** If the Contract exceeds $100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600. A Contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

15.2. ***Minn. Stat. § 363A.36.*** Minn. Stat. § 363A.36 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights ("Commissioner") as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

15.3. ***Minn. R. Parts 5000.3400-5000.3600.***

15.3.1. *General.* Minn. R. Parts 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.

15.3.2. *Disabled Workers.* The Contractor must comply with the following affirmative action requirements for disabled workers:

15.3.2.1. The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

15.3.2.2. The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

15.3.2.3. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes Section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

15.3.2.4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

15.3.2.5. The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minnesota Statutes Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

15.3.3. *Consequences.* The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.

15.3.4. *Certification.* The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363.073 and Minn. R. Parts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

16. Workers' Compensation

Each party will be responsible for its own employees for any workers compensation claims. This Master Contract, and any work orders issued hereunder, are not intended to constitute an interchange of government employees under Minnesota Statutes §15.53. To the extent that this Master Contract, or any work order issued hereunder, is determined to be subject to Minnesota Statutes §15.53, such statute will control to the extent of any conflict between the Contract and the statute.

17. Publicity

17.1. ***Publicity.*** Any publicity regarding the subject matter of a work order contract where the State is the Requesting Party 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 Local Government individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from a work order contract.

17.2. ***Data Practices Act.*** Section 17.1 is not intended to override the Local Government's responsibilities under the Minnesota Government Data Practices Act.

18. Governing Law, Jurisdiction, and Venue

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

19. Prompt Payment; Payment to Subcontractors

The parties must make prompt payment of their obligations in accordance with applicable law. As required by Minn. Stat. § 16A.1245, when the Local Government lets a contract for work pursuant to any work order, the Local Government must require its contractor to pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the Local Government for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

20. Minn. Stat. § 181.59. The Local Government will comply with the provisions of Minn. Stat. § 181.59 which requires: Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the Contractor agrees: (1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) That a violation of this section is a misdemeanor; and (4) That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

21. Termination; Suspension

21.1. ***Termination by the State for Convenience.*** The State or commissioner of Administration may cancel this Master Contract and any work order contracts at any time, with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

21.2. ***Termination by the Local Government for Convenience.*** The Local Government may cancel this Master Contract and any work order contracts at any time, with or without cause, upon 30 days written notice to the State. Upon termination, the Local Government and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

21.3. ***Termination for Insufficient Funding.*** The State may immediately terminate or suspend this Master Contract and any work order contract if it does not obtain funding from the Minnesota legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination or suspension must be by written or fax notice to the Local Government. The State is not obligated to pay for any services that are provided after notice and effective date of termination or suspension. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the master contract or work order is terminated because of the decision of the Minnesota legislature

or other funding source, not to appropriate funds. The State must provide the Local Government notice of the lack of funding within a reasonable time of the State's receiving that notice.

22. Data Disclosure

Under Minn. Stat. § 270.66, and other applicable law, the Local Government consents to disclosure of its 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 Local Government to file state tax returns and pay delinquent state tax liabilities, if any.

23. Defense of Claims and Lawsuits

If any lawsuit or claim is filed by a third party (including but not limited to the Local Government's contractors and subcontractors), arising out of trunk highway work performed pursuant to a valid work order issued under this Master Contract, the Local Government will, at the discretion of and upon the request of the State, tender the defense of such claims to the State or allow the State to participate in the defense of such claims. The Local Government will, however, be solely responsible for defending any lawsuit or claim, or any portion thereof, when the claim or cause of action asserted is based on its own acts or omissions in performing or supervising the work. The Local Government will not purport to represent the State in any litigation, settlement, or alternative dispute resolution process. The State will not be responsible for any judgment entered against the Local Government, and will not be bound by the terms of any settlement entered into by the Local Government except with the written approval of the Attorney General and the Commissioner of Transportation and pursuant to applicable law.

24. Additional Provisions

[The balance of this page has intentionally been left blank – signature page follows]

LOCAL GOVERNMENT

The Local Government certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable ordinance, resolution, or charter provision.

By: _____

Title: _____

Date: _____

By: _____

Title _____

Date: _____

COMMISSIONER OF TRANSPORTATION

By: _____
(with delegated authority)

Title Division Director

Date: _____

COMMISSIONER OF ADMINISTRATION

As delegated to Materials Management Division

By: _____

Date: _____

PINE COUNTY REQUEST FOR BOARD ACTION

Requested Board Date: December 11, 2012	Consent Agenda *(Please choose)* Regular Agenda Estimated Time: *(Please Circle)* _____ 10 Min. 15 Min. Time needed 30 Min. 45 Min. 1 hour
Department requesting action: **Sheriff**	RYC 11-21-2012 Department Head Signature Date

Item for Discussion: (one form per item)

Request the County Board approve an amendment to the existing agreement between Pine County and the Minnesota Department of Transportation for the installation of county owned radio equipment of the DOT tower located in Pine City.

Existing yearly fee remains the same, $500.00.

Board Action Requested: (Attach additional pages if needed)

Supporting Documents: Attached None

STATE OF MINNESOTA

COMMUNICATIONS FACILITY

USE AGREEMENT AMENDMENT

Agreement #97608
Amendment 3
Pine City Tower

THIS AMENDMENT, by and between State of Minnesota, Department of Transportation, hereinafter referred to as Mn/DOT, and County of Pine, hereinafter referred to as COUNTY;

WHEREAS, the Commissioner of Transportation is empowered by Minnesota Statute 174.70, Subd. 2 to enter into agreements to permit non-state owned communications equipment on Mn/DOT owned communications towers, land, buildings or other structures which are under the jurisdiction of the Commissioner of Transportation, and

WHEREAS, Mn/DOT and the COUNTY entered into Agreement No. 97608, dated October 5, 2010, Amendment 1 dated December 13, 2011, and Amendment 2 dated March 1, 2012 involving the use of antenna space on Mn/DOT's Tower and a designated location in Mn/DOT's communications shelter located 17344 Henriette Rd. in the city of Pine City, MN;

WHEREAS, MN/DOT and COUNTY deem certain amendments and additional terms and conditions mutually beneficial for the effective continuation of said Agreement;

NOW THEREFORE, MN/DOT and COUNTY agree to substitution and/or addition of the following terms and conditions, which shall become a part of Agreement No. 97608, effective as of the date set forth hereinafter.

WHEREAS, COUNTY has proposed to add an additional microwave antenna to the Communications Facility, as agreed to in said Lease Section 8., COUNTY'S proposal shall be included herein by Amendment hereto;

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants herein contained, which each of the parties hereto acknowledge as adequate and sufficient, it is hereby agreed as follows:

4. PAYMENT OF ELECTRICAL SERVICES

4.1 COUNTY agrees to pay to Mn/DOT for ten (10) base stations, payable annually in the amount of five hundred dollars and zero cents ($500.00). Rates shall be applied as noted below:

1 to 2 Stations = $300.00 per year
3 to 4 Stations = $400.00 per year
5 or more Stations = $500.00 per year

Except as modified by the provisions of this Amendment, said Lease is ratified and confirmed as originally written.

ATTACHMENTS

Revised Exhibit B – Tower Diagram with COUNTY Antenna Location

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

PINE COUNTY:

COUNTY certifies that the appropriate person(s) have executed the Use Agreement on behalf of COUNTY as required by applicable articles, bylaws, resolutions or ordinances

By_____

Print Name: _____

Title: _____
(Print or type)

Date_____

By_____

Print Name: _____

Title: _____
(Print or type)

Date:_____

By_____

Print Name: _____

Title:_____
(Print or type)

Date:_____

Mn/DOT:

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
OFFICE OF ELECTRONIC COMMUNICATIONS

By_____
Mukhtar Thakur

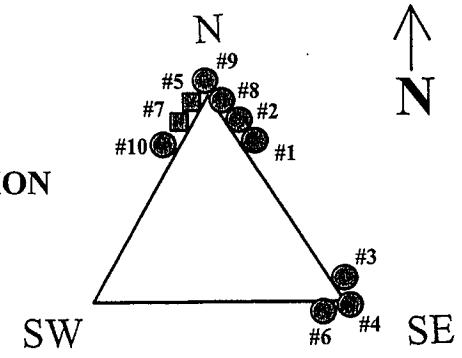
Title Director

Date_____

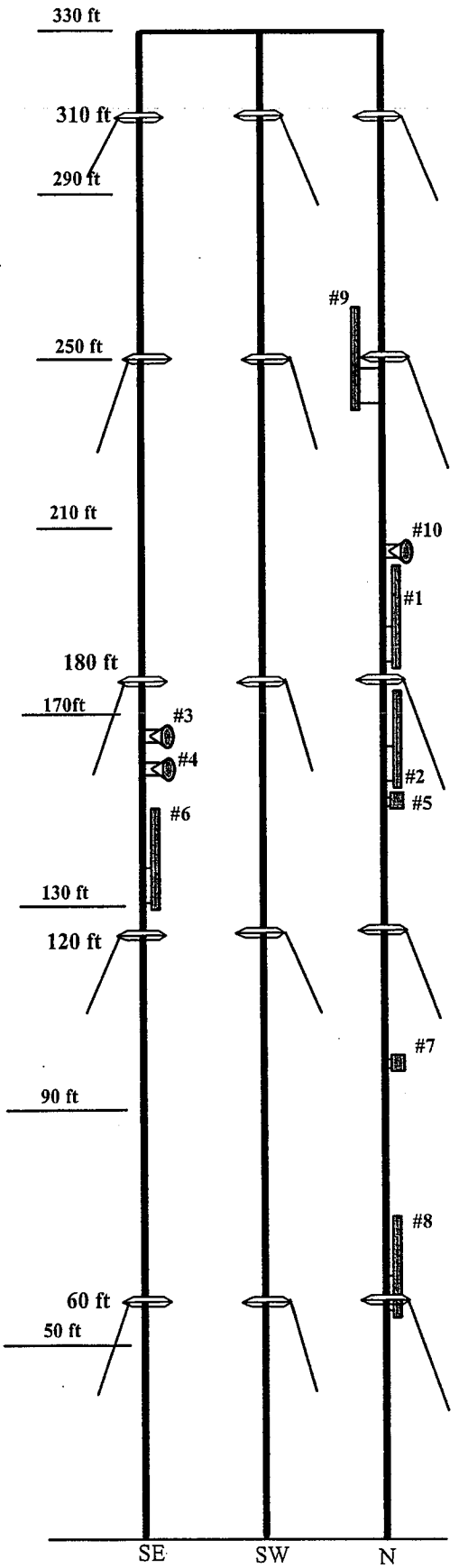
Amendment 3 Additions ANTENNA KEY - Pine County Antennas				
#	Model	Ht to Tip	Pipe or Leg	Coax
1	DB224A	200'	Leg N	LDF5-50A
2	DB224A	175'	Leg N	LDF5-50A
3	Andrews VHLPX1-23	161'	Leg SE	LMR-400
4	Andresw VHLPX1-23	156'	Leg SE	LMR-400
5	MYA8256	152'	Leg N	Cat 5
6	DB224A	150'	Leg SE	LDF5-50A
7	Panel 4.9 GHz	100'	Leg N	Cat 5
8	DB224A	75'	Leg N	LDF5-50A
9	DB224	260'	Leg N	LDF5-50A
10	Andrew VHLP2-11	205' CL	Leg N	Cat 5

EQUIPMENT IN SHELTER - Pine County	
Equip.	Description
Motorola	Quantar T5365 VHF Base Station
Motorola	R1225 VHF Base Station
Motorola	PTP23800
Motorola	PTP23800
Airmux -200	RAD Spread Spectrum
Motorola	VHF Base Station
Motorola	Canopy 5.7 GHz Spread Spectrum
Motorola	MNSEF Base Station
Q2222E-1	Sinclair Duplexer
Q2222	Sinclair Filter
1417	RFI Two Cavity Filter
Motorola	GTR8000 (VHF)
Cambium	PTP800

FREQUENCY INFORMATION		
Transmit = 154.785	Receive =155.970	Tone/Code = 192.8
Transmit = 154.145	Receive =154.145	Tone/Code = 192.8
Transmit = 23025.0 MHz	Receive =21825.0 MHz	Tone/Code = N/A
Transmit = 23125.0 MHz	Receive =21925.0 MHz	Tone/Code = N/A
Transmit = 153.770	Receive =154.145	Tone/Code = 192.8
Transmit = 155.475	Receive =155.475	Tone/Code = N/A
Transmit = 150.995	Receive =159.060	Tone/Code = 71.9
Transmit = 4.94-4.99 Ghz	Receive =N/A	Tone/Code = N/A
Transmit = 902-928 MHz	Receive =N/A	Tone/Code = N/A
Transmit = 151.070	Receive =N/A	Tone/Code = D271
Transmit = 11 GHz	Receive =11 GHz	Tone/Code = N/A



TOWER ORIENTATION



Tower Elevation

Scale = None

Pine City Tower

Minnesota Department of Transportation

November 6, 2012
Agreement #97608 Amendment 3

Exhibit B