

AGENDA
PINE COUNTY BOARD MEETING

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

Tuesday, July 16, 2013, 10:00 a.m.
Board Room, Pine County Courthouse, Pine City, Minnesota

- A) Call meeting to order
- B) Pledge of Allegiance
- C) Public Forum. Members of the public are invited to speak. Each speaker should state his/her name and limit comments to three (3) minutes.
- D) Approve Agenda
- E) Approve Minutes of July 2, 2013 board meeting and Summary for publication.
- F) Minutes of Boards, Committees and Correspondence
Pine County HRA Senior Housing Regular Meeting – May 22, 2013
- 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. Review June, 2013 Cash Balance (attached)

Fund	June 30, 2012	June 30, 2013	Increase(Decrease)
General Fund	\$2,029,025.95	\$1,944,263.05	(\$84,762.90)
Health and Human Services Fund	\$1,958,216.29	\$1,406,587.17	(\$551,629.12)
Road and Bridge Fund	\$7,270,815.90	\$7,437,294.47	\$166,478.57
Land Management Fund	\$605,799.89	\$1,463,743.39	\$857,943.50
TOTAL (inc non-major funds)	13,671,395.19	13,410,100.54	(\$261,294.65)

2. Application for Abatement:

Consider:

- a. Gary Vink, 61077 Duxbury Road, Sandstone, PID 32.8800.001, pay 2012 & 2013
- b. Robert Armstrong, 225 Lark Street, Sandstone, PID 45.5574.000, pay 2013

3. Resolution for Repurchase of Tax Forfeited Land

Consider Resolution 2013-27 for Repurchase of Tax Forfeited Land with a 10-year contract, Bashir Moghul, PID 08.0079.000 and PID 08.0080.000 and authorize Board Chair and County Auditor to sign.

4. Promotion

Acknowledge and approve the trial-period promotion of Edward Melzark from Environmental Technician to Sr. Environmental Technician/Zoning Administrator, effective July 16, 2013, \$23.66/hr., proposed B31 pay grade.

5. New Hires

Authorize the hiring of four (4) full-time deputies, effective July 28, 2013, at the stated pay rate:

Leah Schmidt	\$21.75/hr., step 3	seniority 7/28/2013-A
Brian Butler	\$19.68/hr., step 1	seniority 7/28/13-B
Thomas Nygard	\$19.68/hr., step 1	seniority 7/28/13-C
Casey Freund	\$19.68/hr., step 1	seniority 7/28/13-D

6. Veteran Services Officer

Consider the change of start date from July 16, 2013 to July 30, 2013, for Benjamin Wiener, Veteran Services Officer.

REGULAR AGENDA

1. Recognition of Retirement

Recognition of retirement of Ilene Haavisto, office manager in the Administrator's Office, for over 23 years of service to Pine County, effective July 31, 2013.

2. Personnel Committee

Personnel Committee met July 9, 2013 and made the following recommendations (Minutes attached):

Sheriff:

- a. Approve a one-half time School Resource Officer contract with East Central School District contingent upon approval by East Central School Board.
- b. Accept the resignation of Deputy Sheriff Daniel Adams effective July 3, 2013.
- c. Approve the back-fill of vacated deputy sheriff position to maintain authorized strength of 32 sworn peace officers.

Administration:

- a. Approve a 3% performance wage increase for Administrator Minke effective January 1, 2014.

Health & Human Services

- a. Approve the appointment of Russ Baron to previous Fiscal Supervisor position (C43) at previous rate of \$29.05/PfrMx, contingent upon County Board's public recognition of Russ Baron's service to the County as Interim HHS Director.
- b. Approve the back-fill of a Child Support Officer position.

Other items are for informational purposes only.

3. Final Payment – Midwest Contracting, LLC.

Approve final payment to Midwest Contracting, LLC in the amount of \$14,103.92 for Contract #1203 related to: SAP 058-598-025, located 1.0 mile south of CSAH 11 on CR 120 over Mud Creek and authorize County Administrator to sign Certificate of Final Contract Acceptance.

4. Award Bid for Contract #1303

Award bid for Contract #1303 to lowest responsible bidder as determined by the County Engineer for the following:

CP 058-167-002	Located on CR 167; between CSAH 61 and 1.25 miles East
CP 058-052-002	Located on CSAH 52; between CSAH 40 and 0.25 miles East
CP 058-061-004	Located on East Frontage Road
SAP 058-640-013	Located on CSAH 40; between CSAH 46 and 2.5 miles South
SAP 058-646-026	Located on CSAH 46; between CSAH 61 and I-35
SAP 058-651-005	Located on CSAH 51; between CSAH 46 and CSAH 10
SAP 058-661-022	Located on CSAH 61; between So. County Line and So. Limits of Pine City

5. East Central Solid Waste Commission – Household Hazard Waste Programs

Approve the contract between Pine County and East Central Solid Waste Commission regarding the Household Hazardous Waste Programs and authorize Board Chair, County Administrator and County Attorney to sign. This contract has been reviewed by the county attorney.

6. Second Quarter Financial Update

7. Commissioner Updates

8. Other

9. Upcoming Meetings

- a. **Technology Meeting, Tuesday, July 16, 2013, 9:00 a.m.**, Commissioner Conference Room, Courthouse, Pine City, Minnesota.
- b. **Pine County Board Meeting, Tuesday, July 16, 2013, 10:00 a.m.**, Board Room, Pine County Courthouse, Pine City, Minnesota.
- c. **Pine County Health and Human Services Meetings, Tuesday, July 16, 2013, to commence after Pine County Board Meeting**, Boardroom, Pine County Courthouse, Pine City, Minnesota.

- d. **Committee of the Whole – Budget Committee Meeting, Tuesday, July 16, 2013**, commencing after HHS Board Meeting, Courthouse, Pine City, Minnesota.
- e. **NLX meeting, Wednesday, July 24, 2013, 9:30 a.m.**, Boardroom, Courthouse, Pine City, Minnesota.
- f. **Budget Committee Meeting w/department heads, Tuesday, July 30, 2013, 9:00 a.m.**, Board Room, Courthouse, Pine City, Minnesota.
- g. **Pine County Board Meeting, Tuesday, August 6, 2013, 1:00 p.m., Public Health Building, Sandstone, Minnesota.**

10. **Adjourn**

MINUTES OF PINE COUNTY BOARD MEETING
Regular Meeting

Tuesday, July 2, 2013, 1:00 p.m.
Public Health Building, Sandstone, Minnesota

Chair Hallan called the meeting to order at 1:00 p.m. Present were Commissioners Mitch Pangerl, Steve Chaffee, and Curt Rossow. Also present were County Attorney John Carlson and County Administrator David Minke.

The Pledge of Allegiance was said.

Chair Hallan called for public comment. Dave Ostenson stated his opposition to the NLX. Eldon Schmedeke requested to be placed on the agenda to discuss Schmedeke Lane in Wilma Township.

Chair Hallan requested the following revisions to the Consent and Regular Agenda:

Consent:

Correction #5B: Sr. Property Appraiser salary correction

Add #6: New Hire: Benjamin Wiener, Veteran Services Officer

Regular:

Add 4B: Eldon Schmedeke – Schmedeke Lane

Upcoming Meetings:

Change in date of Technology Committee Meeting

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

Commissioner Rossow moved to approve the Minutes of the June 18, 2013 board meeting and Summary for publication. Second by Commissioner Pangerl. Motion carried 4-0.

Commissioner Chaffee moved to approve the Minutes of the 2013 Board of Equalization meeting – June 17, 2013. Second by Commissioner Rossow. Motion carried 4-0. Chair Hallan thanked everyone involved with the Board of Equalization hearing for their hard work.

Minutes of Boards, Committees and Correspondence

East Central Regional Library Board Meeting – May 13, 2013

Pine County Health & Human Services Advisory Committee – June 5, 2013

Pine County Land Surveyor Monthly Report – June, 2013

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

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

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. **June, 2013 Disbursements**
Approve Disbursements Journal Report, June 1, 2013 – June 30, 2013.
2. **Temporary Liquor License**
Approve Temporary 3.2 Liquor License for SOKOL Camp; subject to approval of the Pine County Sheriff, Pine County Attorney and the corresponding township board.
3. **Premises Permit and Lease for Lawful Gambling Activity**
Approve Application for Premises Permit and Lease for Lawful Gambling Activity for the Pine City Youth Hockey to conduct Minnesota lawful gambling at the Pine City Country Club, 10413 Golf Course Road SW, Pine City (Pine City Twp).
4. **Training**
Approve IT Supervisor Lisa Blowers to attend the MN County IT Leaders Association annual conference, July 16-18, 2013, Walker. Registration and hotel paid by MNCITLA.
5. **Promotion**
 - A. Approve the promotion of Nikki Wiener from Child Support Officer to Social Worker effective July 10, 2013, \$19.83/hr., C42 pay grade.
 - B. Approve the promotion of Jennifer Mansavage from Property Appraiser to Sr. Property Appraiser, \$23.04/hr., proposed B32 pay grade.
6. **New Hire**
Approve the conditional hiring of Veteran Services Officer Benjamin Wiener, effective July 16, 2013, \$48,776 per year, grade C42, FLSA exempt.

REGULAR AGENDA

1. **Health & Human Services Director**
Chair Hallan introduced and welcomed Health & Human Services Director Patrick Bruflat.
2. **Facilities Committee**
The Facilities Committee met June 18, 2013 and made the following recommendations:
 - A. **Tuck Pointing**
Approve the change in completion date of tuck pointing of the Pine Government Center by KARR Tuck Pointing to no later than July, 2014.

Commissioner Pangerl stated KARR Tuck Pointing could not guarantee tuck pointing of the Government Center in 2013, stating the project will be completed no later than July, 2014.

Motion by Commissioner Pangerl to allow KARR Tuck Pointing an extension for completion of the tuck pointing of the Pine Government Center to no later than July, 2014. Second by Commissioner Rossow. Motion carried 4-0.
 - B. **Hinckley Highway Shop**
Approve the transfer of the Hinckley highway shop property to the City of Hinckley with the stipulation that the property be used for a public purpose and that Hinckley continue to allow the recycling sheds remain on the property.

Commissioner Pangerl stated the highway building in Hinckley is not being used by the county and the space would be used by the City of Hinckley for parking.

Motion by Commissioner Rossow for the transfer of the Hinckley highway building and real property to the City of Hinckley conditioned that the property be used for a public purpose and the recycling sheds remain on the property. Second by Commissioner Pangerl. Motion carried 4-0.

C. Energy Wheel

Approve contract award to Thermotech Enterprises for replacement of Thermowheel, not to exceed \$37,708.

Commissioner Pangerl stated the HVAC energy wheel is the air exchanger at the courthouse and is necessary for heating and cooling. The current energy wheel is not functioning and needs to be replaced. Pangerl stated vendor Thermotech offers a 10-year warranty on the replacement wheel; Commissioner Chaffee questioned if any recovery was possible from the original vendor, Pangerl stated this was being looked into. Commissioner Rossow stated money for this project is available in the county building fund. Pangerl thanked Maintenance Supervisor Kevin Newman for his hard work in ensuring specifications were met from vendors.

Motion by Commissioner Pangerl to award the contract to Thermotech Enterprises for replacement of the Thermowheel, not to exceed \$37,708. Second by Commissioner Rossow. Motion carried 4-0.

3. Pine County Liquor Ordinance

Auditor-Treasurer Cathy Clemmer stated discussion regarding a formal liquor ordinance was held at the Committee of the Whole meeting on June 4, 2013. Clemmer stated she has contacted surrounding counties, and cities, within Pine County, as to current licensing requirements. Policies varied from no formal policy to no delinquent real estate taxes, no late payment of taxes, and no outstanding water or sewer accounts. Chair Hallan inquired as to delinquent taxes which included assessments as part of the delinquency. Clemmer stated that the delinquent special assessments are considered delinquent taxes. Commissioner Pangerl stated he would like a grace period provision within the Ordinance. Clemmer stated she believes applications should be submitted no later than 30 days prior to expiration, with the inclusion of a \$100 late fee provision in the Ordinance. Clemmer stated she would like an effective date of 2014.

MOTION by Commissioner Chaffee to allow the Auditor-Treasurer and County Attorney to (1) proceed with a formal liquor ordinance, (2) provide a draft ordinance to the board for review and discussion and (3) set a date for a public hearing. Second by Commissioner Rossow. Motion carried 4-0.

4. First Aid Training Contract

Pine County Sheriff Robin Cole provided an overview of first aid training necessary for staff of the sheriff's office. Cole stated that most employees are Emergency Medical Responder status, with a few Emergency Medical Technicians. Cole stated his office purchases approximately 10 training manuals every two years and these manuals are kept in-house and circulated throughout employees taking the training.

Motion by Commissioner Pangerl to approve the contract with Pine Technical College to provide first aid training for staff of the Pine County Sheriff's Office from January, 2014 through December, 2019. Cost of instruction: \$500 per EMT–initial student; \$300 per EMR–initial student; \$50 per EMT–refresher student; \$50 per EMR-refresher student. (Increase in cost of textbooks/workbooks may cause prices to increase). Second by Commissioner Rossow. Motion carried 4-0.

4B. **Eldon Schmedeke – Schmedeke Lane**

Eldon Schmedeke addressed the board regarding the maintenance, material used, and completion of Schmedeke Lane in Wilma Township.

5. **Commissioner Updates**

A. Commissioner Rossow inquired of County Administrator Minke regarding the current open enrollment for long-term and short-term disability.

B. Performance Appraisals (for Administrator Minke) are to be completed by all Commissioners and provided to Chair Hallan.

6. **Other**

Inquiry was made of Sheriff Cole regarding in-squad defibrillators. Cole stated that pads and batteries are replaced every year.

7. **Upcoming Meetings**

- a. **Pine County Board Meeting, Tuesday, July 2, 2013, 1:00 p.m.**, Public Health Building, Sandstone, Minnesota.
- b. **Personnel Committee Meeting, Tuesday, July 9, 2013, 9:00 a.m.**, Commissioner Conference Room, Courthouse, Pine City, Minnesota.
- c. **Pine County Board Meeting, Tuesday, July 16, 2013, 10:00 a.m.**, Board Room, Pine County Courthouse, Pine City, Minnesota.
- d. **Pine County Health and Human Services Meetings, Tuesday, July 16, 2013, to commence after Pine County Board Meeting**, Boardroom, Pine County Courthouse, Pine City, Minnesota.
- e. **Committee of the Whole – Budget Committee Meeting, Tuesday, July 16, 2013**, commencing after HHS Board Meeting, Courthouse, Pine City, Minnesota.
- f. **Technology Meeting, Tuesday, July 23, 2013, 9:00 a.m.**, Commissioner Conference Room, Courthouse, Pine City, Minnesota.
- g. **NLX meeting, Wednesday, July 24, 2013, 9:30 a.m.**, Boardroom, Courthouse, Pine City, Minnesota.
- h. **Budget Committee Meeting w/department heads, Tuesday, July 30, 2013, 9:00 a.m.**, Board Room, Courthouse, Pine City, Minnesota.

8. **Adjourn**

With no further business, Chair Hallan adjourned the county board meeting at 1:56 p.m. The next regular meeting of the county board is scheduled for July 16, 2013 at 10:00 a.m. at the Board Room, Pine County Courthouse, Pine City, Minnesota.

David J. Minke, Administrator
Clerk to County Board

Stephen M. Hallan, Chair
Board of Commissioners

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

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Public Health Building, Sandstone, Minnesota

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The Pledge of Allegiance was said.

Chair Hallan called for public comment. Dave Ostenson stated his opposition to the NLX. Eldon Schmedeke requested to be placed on the agenda to discuss Schmedeke Lane in Wilma Township.

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

Commissioner Rossow moved to approve the Minutes of the June 18, 2013 board meeting and Summary for publication. Second by Commissioner Pangerl. Motion carried 4-0.

Commissioner Chaffee moved to approve the Minutes of the 2013 Board of Equalization meeting – June 17, 2013. Second by Commissioner Rossow. Motion carried 4-0.

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

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

Approve Disbursements Journal Report, June 1, 2013 – June 30, 2013.

Approve Temporary 3.2 Liquor License for SOKOL Camp; subject to approval of the Pine County Sheriff, Pine County Attorney and the corresponding township board.

Approve Application for Premises Permit and Lease for Lawful Gambling Activity for the Pine City Youth Hockey to conduct Minnesota lawful gambling at the Pine City Country Club, 10413 Golf Course Road SW, Pine City.

Approve IT Supervisor Lisa Blowers to attend the MN County IT Leaders Association annual conference.

Approve the promotion of Nikki Wiener from Child Support Officer to Social Worker effective July 10, 2013, \$19.83/hr., C42 pay grade.

Approve the promotion of Jennifer Mansavage from Property Appraiser to Sr. Property Appraiser, \$23.04/hr., proposed B32 pay grade.

Approve the conditional hiring of Veteran Services Officer Benjamin Wiener, effective July 16, 2013, \$48,776 per year, grade C42, FLSA exempt.

REGULAR AGENDA

Chair Hallan introduced and welcomed Health & Human Services Director Patrick Bruflat.

The Facilities Committee met June 18, 2013 and made the following recommendations:

A. Tuck Pointing

Motion by Commissioner Pangerl to allow KARR Tuck Pointing an extension for completion of the tuck pointing of the Pine Government Center to no later than July, 2014. Second by Commissioner Rossow. Motion carried 4-0.

B. Hinckley Highway Shop

Motion by Commissioner Rossow for the transfer of the Hinckley highway building and real property to the City of Hinckley conditioned that the property be used for a public purpose and that the recycling sheds remain on the property. Second by Commissioner Pangerl. Motion carried 4-0.

C. Energy Wheel

Motion by Commissioner Pangerl to award the contract to Thermotech Enterprises for replacement of the Thermowheel, not to exceed \$37,708. Second by Commissioner Rossow. Motion carried 4-0.

Motion by Commissioner Chaffee to allow the Auditor-Treasurer and County Attorney to (1) proceed with a formal liquor ordinance, (2) provide a draft ordinance to the board for review and discussion, and (3) set a date for a public hearing. Second by Commissioner Rossow. Motion carried 4-0.

Motion by Commissioner Pangerl to approve the contract with Pine Technical College to provide first aid training for staff of the Pine County Sheriff's Office from January, 2014 through December, 2019. Cost of instruction: \$500 per EMT–initial student; \$300 per EMR–initial student; \$50 per EMT–refresher student; \$50 per EMR-refresher student. Second by Commissioner Rossow. Motion carried 4-0.

With no further business, Chair Hallan adjourned the county board meeting at 1:56 p.m. The next regular meeting of the county board is scheduled for July 16, 2013 at 10:00 a.m. at the Board Room, Pine County Courthouse, Pine City, Minnesota.

David J. Minke, Administrator
Clerk to County Board

Stephen M. Hallan, Chair
Board of Commissioners

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

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

Sandstone Manor
510 Fifth Street
Sandstone, MN 55072

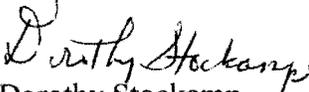
Finlayson Manor
6524 Broadway Street
Finlayson, MN 55735

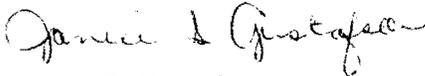
The regular meeting of the Pine County HRA Senior Housing Board of Directors was held on May 22, 2013, at the Finlayson Manor. Commissioners of the HRA present were Board Chair Dorothy Stockamp, Cheri Drilling, and Jan Oak. Staff members present were Executive Director Janice Gustafson and Resident Manager Susan Blake. Resident Manager Evelyn Yocum was absent. Finlayson Manor resident Franklin Lewis and HRA Board guest Robert Althoff were present.

1. The meeting was called to order at 2:00 P.M. by Board Chair D. Stockamp.
2. The minutes from April 24, 2013, were reviewed by the Board members. A motion was made by J. Oak and was seconded by C. Drilling to accept the minutes. Motion carried: Yeas 3, Nays 0.
3. Robert Althoff, Althoff and Nordquist, LLC, presented to the Board members the Pine County HRA audited financial statements for the year ended December 31, 2012. He reported it was a very good audit and he did not have to make any audit adjustments to the financial statements. A motion was made by Board Chair D. Stockamp and was seconded by C. Drilling to accept the audited financial statements as presented and to thank J. Gustafson for a job well done. Motion carried: Yeas 3, Nays 0.
4. The monthly financial statements and the investment report were presented by J. Gustafson. A motion was made by Board Chair D. Stockamp and was seconded by C. Drilling to approve the financial statements and the investment report. Motion carried: Yeas 3, Nays 0.
5. Executive Director's Report. The written Executive Director's report was reviewed by Board members.
6. Old Business.
 - a) Vacancies. As of this date, there are two vacancies at the Finlayson Manor; however, paperwork is being processed on a prospective resident for one of these units. There are two vacancies at the Sandstone Manor

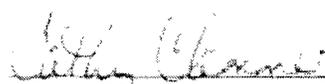
and paperwork is being processed on prospective residents for both of these units.

- b) Finlayson Manor Resident Issues. D. Dronen and J. Gustafson met separately with two Finlayson Manor residents and discussed with them the multiple complaints the HRA has received from other residents regarding their interactions with them. Both of these residents agreed to cooperate in the goal in having a peaceful environment at the Finlayson Manor.
7. New Business. Board Chair D. Stockamp addressed the Board members expressing the grief felt by everyone at the loss of Board member Dean Dronen. The Board has two vacancies to fill now and will go into closed session to discuss possible new members.
 8. Resident Managers' Reports.
 - a) Finlayson Manor. S. Blake informed the Board members about a former resident who recently passed away. She added she was currently planning a pot luck and bingo party for the residents.
 - b) Sandstone Manor. E. Yocum was not available but in her absence J. Gustafson presented her report. Everything is going well and residents are enjoying their social times together in the community room.
 9. Resident Comments/Questions. Franklin Lewis reported "everything is going good".
 10. The Board members went into closed session at 2:55 P.M. and back into open session at 3:24 P.M.
 11. A motion was made by C. Drilling and was seconded by J. Oak to adjourn the meeting at 3:25 P.M. Motion carried: Yeas 3, Nays 0.
 12. The next HRA Board meeting is scheduled for June 26, 2013, at the Sandstone Manor.


Dorothy Stockamp
HRA Board Chair


Janice S. Gustafson
Executive Director

PINE COUNTY REQUEST FOR BOARD ACTION

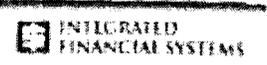
Requested Board Date: July 16, 2013	<u>Consent Agenda</u> <i>(Please Circle)</i> Regular Agenda Estimated Time: <i>(Please Circle)</i> _____ 10 Min. 15 Min. Time needed 30 Min. 45 Min. 1 hour
Department requesting Action: <u>Auditor/Treasurer</u>	 _____ Department Head Signature 7-9-13 Date

<p>Item for Discussion:</p> <p><i>June 2013 Cash Balance</i></p> <p>Board Action Requested: (Attach additional pages if needed)</p> <p>Supporting Documents: Attached None</p>

TREASURER'S CASH TRIAL BALANCE COMPARISON

FUND	June 30, 2012 BALANCE	June 30, 2013 BALANCE
1 - GENERAL	2,029,025.95	1,944,263.05
12 - H&HS	1,958,216.29	1,406,587.17
13 - ROAD & BRIDGE	7,270,815.90	7,437,294.47
22 - LAND	605,799.89	1,463,743.39
TOTAL (incl non-major funds)	\$13,671,395.19	\$13,410,100.54

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



TREASURER'S CASH TRIAL BALANCE

As of 06/2013

<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
1 General Revenue Fund	2,477,387.17			
Receipts		755,323.34	2,378,736.98	
Disbursements		498,350.01-	3,731,265.83-	
Payroll		674,390.94-	4,476,483.59-	
Journal Entries		4,497,813.16	4,795,888.32	
Fund Total		4,080,395.55	533,124.12-	1,944,263.06
12 Health & Human Services	420			
H&HS - Income Maintenance	2,263,040.10			
Receipts		146,028.94	655,209.03	
Disbursements		41,898.45-	347,209.15	
Payroll		131,324.80-	859,500.76	
Journal Entries		359,467.03	522,854.05	
Dept Total		332,272.72	28,646.83-	2,234,393.27
12 Health & Human Services	430			
H&HS - Social Services	742,605.35			
Receipts		78,867.63	937,686.72	
Disbursements		19,950.87-	148,319.62-	
SQS		203,011.21-	1,386,556.29-	
Payroll		122,728.77	803,956.61-	
Journal Entries		816,618.55	1,119,592.73	
Dept Total		548,995.38	281,553.67-	1,024,159.02-
12 Health & Human Services	440			
Childrens Collaborative (H&HS)	0.00			
Dept Total		0.00	0.00	0.00
12 Health & Human Services	481			
Nursing-Community Health (H&HS)	294,466.40			
Receipts		93,887.23	332,659.01	
Disbursements		20,167.87-	165,044.62	
Payroll		81,100.79-	525,619.75	
Journal Entries		250,856.89	259,891.28	

1,456,587.17

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

CATHYJ
7/9/13 9 28AM

TREASURER'S CASH TRIAL BALANCE

As of 06/2013

<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
Dept Total		243,475.46	98,113.48-	196,352.02
Fund Total		1,124,743.56	408,313.98-	1,406,587.17
13 Road & Bridge Fund	5,324,159.01			
Receipts		611,077.77	3,884,067.09	
Disbursements		275,321.58-	1,626,160.32-	
Payroll		141,292.70-	977,609.93-	
Journal Entries		811,383.55	832,838.62	
Fund Total		1,005,847.04	2,113,135.46	7,437,294.47
14 Ditch Maintenance (Sp) Fund	11,846.10			
Journal Entries		115.44	121.84	
Fund Total		115.44	121.84	11,967.94
20 County-Wide Behav (Sp) Fund	39,842.08			
Receipts		0.00	603.34	
Journal Entries		0.00	39,568.67	
Fund Total		0.00	38,965.33-	876.75
21 800 MHz Project Fund	36,241.83-			
Disbursements		0.00	99,426.20-	
Fund Total		0.00	99,426.20-	135,668.03-
22 Land Management Fund	1,474,268.53			
Receipts		42,563.98	352,058.40	
Disbursements		378.35-	10,834.50	
Payroll		6,968.11-	55,028.13-	

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

TREASURER'S CASH TRIAL BALANCE

As of 06/2013

<u>Fund</u>		<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
	Journal Entries		231,541.01	296,720.91	
	Fund Total		196,283.59	10,525.14	1,463,743.39
24	Ambulance (Sr) Fund				
	Fund Total	0.00	0.00	0.00	0.00
29	Children's Collabor (H&Hs) Agency Fund	440	Childrens Collaborative (H&Hs)		
		33,924.76			
	Receipts		0.00	62,769.00	
	Disbursements		0.00	95,790.14	
	Journal Entries		0.00	46.02	
	Dept Total		0.00	32,975.12	949.64
	Fund Total		0.00	32,975.12	949.64
32	Essex Bond Guarantee (D&I)				
	Fund Total	0.00	0.00	0.00	0.00
33	2002 Cap Equip Bond (D&I) Fund				
	Fund Total	0.00	0.00	0.00	0.00
35	2004 Street Reconstruct Fund Fund				
		61,884.57			
	Journal Entries		3,778.08	5,329.31	
	Fund Total		3,778.08	5,329.31	67,213.88
37	County Railroad Authority				
		5,606.76			
	Disbursements		0.00	12,153.00	

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

CATHY
7/9/13 9:28AM

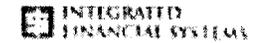
TREASURER'S CASH TRIAL BALANCE

As of 06/2013

<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
Journal Entries		8,660.28	8,290.39	
Fund Total		8,660.28	2,862.61-	8,469.37-
38 Building Fund	165,177.85			
Fund Total		0.00	0.00	165,177.85
39 2005 A.C.C. Tail Bonds	840,612.35			
Disbursements		0.00	855,830.63-	
Journal Entries		709,127.78	741,015.32	
Fund Total		709,127.78	144,915.31	695,698.04
40 2012 G.I.E. Courthouse Bonds	0.00			
Disbursements		0.00	639,000.00-	
Journal Entries		1,197,398.25	1,197,398.25	
Fund Total		1,197,398.25	558,398.25	558,398.25
41 2007 Ore Bonds	627,589.37			
Journal Entries		652,630.66-	627,689.37-	
Fund Total		652,630.66-	627,589.37-	0.00
76 Group Health Ins Fund 5:1-95 Grant	474,292.53-			
Receipts		235,526.49	1,420,115.35	
Disbursements		205,275.36-	1,574,814.44-	
Journal Entries		7,561.88	44,340.78	
Fund Total		36,813.01	110,358.81-	584,651.34-
80 County Collections Agency Fund				

CATHYJ
7/9/13 9 28AM

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



TREASURER'S CASH TRIAL BALANCE

As of 06/2013

<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
	23,909.69			
Receipts		9,587.73	539,215.67	
Disbursements		10,463.00-	546,009.76-	
Journal Entries		0.00	3,379.56	
Fund Total		875.27	4,414.61-	19,495.08
82 Taxes And Penalties Agency Fund	959,721.59			
Receipts		292,497.83	18,253,250.60	
Disbursements		7,477,791.75	10,755,379.42-	
Journal Entries		7,743,242.65-	8,160,941.50	
Fund Total		14,928,536.57-	663,070.72-	296,651.27
84 East Central Drug Task Force Agency Fund	32,287.77			
Receipts		8,216.00	75,455.14	
Disbursements		424.00-	53,825.00-	
Journal Entries		0.00	1,501.00-	
Fund Total		7,792.00	20,130.14	52,457.91
89 H & Hs Collections Agency Fund	4,388.80			
		801	Non-Departmental	
Receipts		41,735.47	524,852.51	
Disbursements		38,305.06-	65,893.82	
Journal Entries		35,356.57-	445,192.90-	
Dept Total		31,926.16-	13,765.79	18,154.59
Fund Total		31,926.16-	13,765.79	18,154.59
All Funds	13,375,860.67			
Receipts		2,314,512.31	29,415,680.34	
Disbursements		8,589,286.25-	20,757,056.45-	
SSIS		203,011.21-	1,386,556.29-	
Payroll		1,152,806.11-	7,698,198.77-	
Journal Entries		0.00	39,628.96-	
Total		7,635,591.26-	34,239.87	13,410,100.54

PINE COUNTY REQUEST FOR BOARD ACTION

Requested Board Date: July 16, 2013	<u>Consent Agenda (Please Circle)</u> Regular Agenda Estimated Time: (Please Circle) 10 Min. 15 Min. Time needed 30 Min. 45 Min. 1 hour
<u>Department requesting Action:</u> <u>Auditor/Treasurer</u>	 Department Head Signature 7-7-13 Date

<p>Item for Discussion:</p> <p><i>Application for abatement Gary Vink, 61077 Duxbury Rd, Sandstone, PID 32 8800 001 pay 2012 & 2013</i></p> <p>Board Action Requested: (Attach additional pages if needed)</p> <p align="right">Supporting Documents: Attached None</p>

APPLICATION FOR ABATEMENT - GENERAL FORM

(M.S. 375.192)

DATE: June 30, 2013

For Taxes Levied In: 2012
And Payable In: 2012

Abatement # AB12-49

Please Print Or Type

Applicants Name: <u>Gary Link</u>	Applicants Mailing Address
Applicant's SSN: <u>SS # on file</u>	<u>61077 Duxbury Rd</u>
Telephone (Home): _____	<u>Sandstone, MN 55072</u>
Telephone (Work): _____	

Description Of Property:	Property ID or Parcel Number: <u>M 32-8800-001</u>
	Street Address: <u>N/A</u>
	Township/City: <u>Wilma Twp</u>
	School District: <u># 2580</u>

Legal Description: 1970 10 X 55 MH on 32.0141.000

ASSESSOR'S ESTIMATED MARKET VALUE:

Land \$0 Structures \$700 Total \$700 Classification Res Hstd

Applicants Statement of Facts

Processed in conjunction with Abatement # AB13-13

Applicants Request:

Remove mobile home valuation for 2012 assessment.

Applicant's Signature: [Signature]
Administrative Director

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."

APPLICATION FOR ABATEMENT - GENERAL FORM

(M.S. 375.192)

DATE: June 30, 2013

For Taxes Levied In: 2013
And Payable In: 2013

Abatement # AB13-13

Please Print Or Type

Applicants Name: <u>Gary Link</u>	Applicants Mailing Address: <u>61077 Duxbury Rd</u>
Applicant's SSN: <u>SS# on file</u>	<u>Sandstone, MN 55072</u>
Telephone (Home): _____	
Telephone (Work): _____	

Description Of Property: Property ID or Parcel Number: M 32.8800 001

Street Address: N/A

Township/City: W.ima Twp

School District: # 2580

Legal Description: 1970 10x55 MH on 32.0141.000

ASSESSOR'S ESTIMATED MARKET VALUE:

Land: \$0 Structures: \$700 Total: \$700 Classification: Res Hstd

Applicants Statement of Facts:

Mobile home removed from parcel prior to 1/2/13 assessment date.

Applicants Request

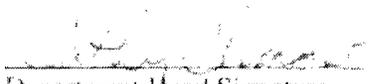
Remove mobile home valuation for 2013 assessment.

Applicant's Signature: _____

[Signature]
Admin 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: July 16, 2013	Consent Agenda <i>(Please Circle)</i> Regular Agenda Estimated Time: <i>(Please Circle)</i> _____ 10 Min. 15 Min. <small>Time needed</small> 30 Min. 45 Min. 1 hour
Department Requesting Action: <u>Auditor/Treasurer</u>	 Department Head Signature  Date

<p>Item for Discussion:</p> <p><i>Application for abatement: Robert Armstrong, 225 Lark St, Sandstone, PID 45,557,3,000 & 45,557,4,000, pay 2013</i></p> <p>Board Action Requested: (Attach additional pages if needed)</p> <p align="right">Supporting Documents: Attached None</p>

APPLICATION FOR ABATEMENT - GENERAL FORM
(M.S. 375.192)

DATE: 7/5/13

For Taxes Levied In: 2012
And Payable In: 2012

Abatement # AB13-14A

Please Print Or Type

Applicants Name: <u>Robert Armstrong</u>	Applicants Mailing Address: <u>225 Lark St</u>
Applicant's SSN: <u>on file</u>	<u>SANDSTONE, MN 55073</u>
Telephone (Home): _____	
Telephone (Work): _____	

Description Of Property: Property ID or Parcel Number: 45-5573-000
 Street Address: n/a
 Township/City: sandstone city
 School District: 2580

Legal Description

W/2 of Lot 8, Block 2 sandstone Quarries 1st subdivision

ASSESSOR'S ESTIMATED MARKET VALUE:

Land 3,000 Structures: 0 Total 3,000 Classification 201-1-002

Applicants Statement of Facts:

trust parcel qualifies for veterans exclusion and it should have carried over to the additional parcels.

Applicants Request:

Apply remaining exclusion amount.

Applicant's Signature: [Signature]
Administrative Approval

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."

APPLICATION FOR ABATEMENT - GENERAL FORM

(M.S. 375.192)

DATE: 7/5/13

For Taxes Levied In: 2012
And Payable In: 2013

Abatement # 4313-14B

Please Print Or Type

Applicants Name: <u>Robert Armstrong</u>	Applicants Mailing Address: <u>225 Wick St</u>
Applicant's SSN: <u>en file</u>	<u>Sandstone, MN 55072</u>
Telephone (Home): _____	
Telephone (Work): _____	

Description Of Property: _____ Property ID or Parcel Number: 45 5574-000

Street Address: n/a

Township/City: Sandstone City

School District: 2580

Legal Description:

Lot 9, Block 1 Sandstone Quarrils, ST subdivision

ASSESSOR'S ESTIMATED MARKET VALUE:

Land 9200 Structures: 0 Total: 9200 Classification: 201-001

Applicants Statement of Facts:

House parcel qualifies for veterans exclusion, and it should have carried over to the additional parcels.

Applicants Request:

Apply remaining exclusion amount.

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."

RESOLUTION 2013-27

WHEREAS, Bashir A. Moghul, 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:

Southwest Quarter of the Northeast Quarter (SW1/4 of NE1/4) and Southeast Quarter of the Northwest Quarter (SE1/4 of NW1/4), Section Six (6), Township Thirty-nine (39), Range Twenty (20) including an easement 2 rods in width over existing driveway located on the NE1/4 of NW1/4 & NW1/4 of NE1/4, Parcel #08.0079.000

and

Northeast Quarter of the Northwest Quarter (NE1/4 of NW1/4) and the Northwest Quarter of the Northeast Quarter (NW1/4 of NE1/4), Section Six (6), Township Thirty-nine (39), Range Twenty (20) Subject to an easement two rods in width over the existing driveway for the purposes of ingress and egress to SE1/4 of NW1/4 and SW1/4 of NE1/4 Parcel 08.0080.000

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

and

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

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

Dated at Pine City, Minnesota, this 16th day in July, 2013.

Attest:

Chairman, Board of County Commissioners
Pine County, Minnesota

County Auditor

PINE COUNTY REQUEST FOR BOARD ACTION

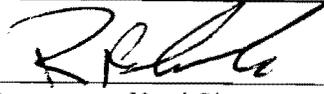
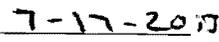
Requested Board Date: July 16, 2013	<u>Consent Agenda</u> (Please Circle) Regular Agenda Estimated Time: (Please Circle) _____ 10 Min. 15 Min. Time needed 30 Min. 45 Min. 1 hour
Department Requesting Action: <u>Assessor</u>	 Department Head Signature 7/10/13 Date

Acknowledge and approve trial-period promotion of Edward Melzark from Environmental Technician to Sr. Environmental Technician/Zoning Administrator. Position is proposed to be a B31 pay grade (union approval pending); pay rate \$23.66/hr., effective July 16, 2013.

Board Action Requested: (Attach additional pages if needed)
 Acknowledge and approve

Supporting Documents: Attached None

PINE COUNTY REQUEST FOR BOARD ACTION

Requested Board Date: July 16, 2013	Consent Agenda <i>(Please choose)</i> Regular Agenda Estimated Time: <i>(Please Circle)</i> _____ 10 Min. 15 Min. Time needed 30 Min. 45 Min. 1 hour
Department requesting action: <u>Sheriff</u>	 Department Head Signature  Date

Item for Discussion: (one form per item)

The Pine County Sheriff requests the Pine County Board to approve the hiring of the following full time Deputies, effective 7-28-2013, at the stated pay rate.

Leah Schmidt, step three \$21.75, seniority 7-28-2013-A
 Brian Butler, step one \$19.68, seniority 7-28-2013-B
 Thomas Nygard, step one \$19.68, seniority 7-28-2013-C
 Casey Freund, step one \$19.68, seniority 7-28-2013-D

These positions bring the total number of sworn employees to 32, as authorized by the Pine County Board of Commissioners.

Request the Board approve these new employees.

Board Action Requested: (Attach additional pages if needed)

Supporting Documents: Attached None

PINE COUNTY REQUEST FOR BOARD ACTION

Requested Board Date: July 16, 2013	<p>Consent Agenda <i>(Please Circle)</i></p> <p>Regular Agenda Estimated Time: <i>(Please Circle)</i></p> <p>_____ 10 Min. 15 Min.</p> <p>Time needed 30 Min. 45 Min. 1 hour</p>

<p>At the July 2, 2013 board meeting, the board approved the start date for Veteran Services Officer, Ben Wiener (C42) for July 16, 2013. Ben is not able to start his position until July 30, 2013 due to a previous commitment.</p> <p>Board Action Requested: (Attach additional pages if needed) Approve start date change of Veteran Services Officer, Ben Wiener from July 16, 2013 to July 30, 2013.</p> <p style="text-align: right;">Supporting Documents: Attached None</p>

PINE COUNTY REQUEST FOR BOARD ACTION

Requested Board Date: <u>July 11, 2013</u>	Consent Agenda <i>(Please Circle)</i> <input checked="" type="radio"/> Regular Agenda Estimated Time: <i>(Please Circle)</i> <input checked="" type="radio"/> 5 Min. 10 Min. 15 Min. <small>Time needed</small> 30 Min. 45 Min. 1 hour
Department Requesting Action: <u>Administration</u>	<hr/> Department Head Signature Date

Ilene started her PERA Phased Retirement Option February 1, 2013. After six months, Ilene has decided to fully retire July 31, 2013.

Board Action Requested: (Attach additional pages if needed)
Accept retirement of Office Manager Ilene Haavisto, effective July 31, 2013.

Supporting Documents:

PINE COUNTY PERSONNEL COMMITTEE
Minutes
July 9, 2013
9:00 a.m. – Commissioner’s Conference Room
Pine County Courthouse
Pine City, MN

Members: Commissioner Chaffee
Commissioner Rossow

County Administrator David Minke, HR and Payroll Specialist Matt Christenson, HHS Director Patrick Bruflat, Fiscal Supervisor Russ Baron, Sheriff Robin Cole

1. Commissioner Chaffee called the meeting to order at 9:00am.
2. Agenda was approved.
3. Minutes from June 11, 2013 Personnel meeting were approved
4. Sheriff
 - a. Sheriff Cole presented information on potential school resource contract and current contracts in place. Discussion was held over potential school resource options and staffing concerns for the PCSO. Sheriff Cole expressed the importance of hiring the correct Deputies to carry out the school resource contracts. – **Motion** by Commissioner Rossow to recommend a half time School Resource Officer contract with East Central School District, contingent upon County Board and East Central School Board approval. Commissioner Chaffee seconded. Motion carried 2-0.
 - b. **Motion** by Commissioner Chaffee to recommend acknowledgement and approval of the resignation of Deputy Sheriff Daniel Adams effective July 3, 2013. Commissioner Rossow seconded. Motion carried 2-0.
 - c. **Motion** by Commissioner Chaffee to recommend back-fill of vacated position to maintain authorized strength of 32 sworn peace officers for approval. Commissioner Rossow seconded. Motion carried 2-0.
 - d. Sherriff Cole presented information on the hiring process of 4 incoming PCSO Deputies.
5. Administrator
 - a. Review market analysis for IT Supervisor position. - HR and Payroll Specialist Matt Christenson shared information on market analysis of neighboring and comparable counties IT Supervisor/Director positions. County Administrator David Minke shared information on history of IT Supervisor position. Discussion was held on future

budgeting of IT Supervisor position. County Administrator David Minke will review IT Supervisor salary range and will bring recommendation to a future Personnel meeting.

- b. Review County Administrator, David Minke's performance evaluations. – Reviews were positive from both Commissioners Rossow and Chaffee. Administrator Minke shared future opportunities he saw for the County in regards to personnel, budgeting, training and cross functionality of departments. Administrator Minke also shared 2013 accomplishments thus far and current status. **Motion** by Commissioner Rossow to recommend a 3% wage increase for Administrator Minke, effective January 1, 2014, in the 2014 budget for approval. Commissioner Chaffee seconded. Motioned carried 2-0.

6. HHS

- a. **Motion** by Commissioner Rossow to recommend appointment of Russ Baron to previous Fiscal Supervisor position (C43) at previous rate of \$29.05/PfrMx for approval, contingent upon County Board's public recognition of Russ Baron's service to the County as Interim HHS Director. Commissioner Chaffee seconded. Motion carried 2-0.
- b. **Motion** by Commissioner Rossow to recommend approval to backfill (1) Child Support Officer position. Commissioner Chaffee seconded. Motion carried 2-0.

7. Other

8. Meeting adjourned at 10:51 a.m.

PINE COUNTY HIGHWAY

405 Airport Road NE
 Pine City, MN 55063
 Project SAP 058-598-025 - Culvert #58J28 and Approach Grading
 Final Pay Request No. 2

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

Contract No. 1203
 Vendor No. 3826
 For Period: 9/14/2012 - 6/13/2013
 Warrant # _____ Date _____

Contract Amounts

Original Contract	\$225,380.00
Contract Changes	\$6.01
Revised Contract	\$225,386.01

Work Certified To Date

Base Bid Items	\$227,512.56
Change Orders	\$0.00
Backsheets	\$6.01
Supplemental Agreements	\$0.00
Work Orders	\$0.00
Material On Hand	\$0.00
Total	\$227,518.57

Funds Encumbered

Original	\$225,380.00
Additional	\$0.00
Total	\$225,380.00

	Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
SAP 058-598-025	\$2,871.57	\$227,518.57	\$0.00	\$213,414.65	\$14,103.92	\$227,518.57
Percent Retained: 0%						
Amount Paid This Final Pay Request					\$14,103.92	

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

Approved By

Mark A. J... [Signature]
 County/City/Project Engineer

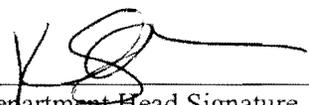
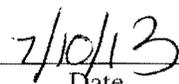
6/17/13
 Date

Approved By Midwest Contracting, LLC

Kim Boe [Signature]
 Contractor KIM BOE - SECRETARY/TREASURER

JUNE 21, 2013
 Date

PINE COUNTY REQUEST FOR BOARD ACTION

Requested Board Date: July 16, 2013	Consent Agenda <i>(Please Circle)</i> Regular Agenda Estimated Time: <i>(Please Circle)</i> _____ <u>10 Min.</u> 15 Min. <small>Time needed</small> 30 Min. 45 Min. 1 hour
Department Requesting Action: <u>Assessor</u>	 Department Head Signature  Date

Consider approving and signing contract between Pine County and East Central Solid Waste Commission in regards to the regional and local Household Hazardous Waste Programs. ECSWC operates a regional program on behalf of the 5-counties and also receives funding from MPCA that is passed to the county for our local program. This contract outlines both programs and assures the funding for the local program will be passed to us through December 31, 2017.

John Carlson, County Attorney has reviewed the contract.

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

Supporting Documents: Attached None

**Contract between
East Central Solid Waste Commission (SO) and Pine County (CO)
for the Operation of a Household Hazardous Waste Management Program**

RECITALS

1. The Minnesota Pollution Control Agency is required by Minn. Stat. §115A.96 to establish a statewide program to manage household hazardous wastes (HHW).

2. Minn. Stat. § 115A.96, subdivision 3, provides that the statewide program may be provided directly by the Minnesota Pollution Control Agency (MPCA) or by contract with public or private entities.

3. The Sponsoring Organization has established a contract with the MPCA. The Co-Sponsoring Organization wishes to participate in the statewide household hazardous waste program in order to further the goals of protecting the environment and the public health as articulated in the Waste Management Act and the Co-Sponsoring Organization's Solid Waste Plan

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the East Central Solid Waste Commission (Sponsoring Organization) and Pine County (Co-Sponsoring Organization) enter into the following Contract:

1. PARTIES

The parties to this Contract are:

- 1.1. The Sponsoring Organization, the East Central Solid Waste Commission (hereinafter "SO").
- 1.2. Co-Sponsoring Organization, Pine County (hereinafter "CO").

INTRODUCTION

This is a Contract between the SO and CO describing the terms under which a Local Program and a Regional Program shall be established and operated according to guidelines and procedures established by the Minnesota Pollution Control Agency (MPCA) and all other laws, rules, and regulations. The Local Program shall be funded within the limitations and conditions of this Contract.

2. DEFINITIONS

Terms as used in this Contract shall have the following meanings:

- 2.1. Authorized Facility or Authorized Facilities. A facility or facilities authorized by the MPCA to store, blend, treat, reclaim, recycle, incinerate or dispose of Program Waste in accordance with the MPCA/SO Contract.
- 2.2. Authorized Transporter or Authorized Transporters. A transporter or transporters authorized by the MPCA to transport Program Wastes to Authorized Facilities in accordance with Section 4.4.3. of the MPCA/SO Contract.
- 2.3. Co-Sponsoring Organization ("CO"). The political subdivision or other entity listed in Section 1.2 of this Contract.
- 2.4. Event Collection. A method intended to collect Program Waste from eligible persons and to educate participants on proper Household Hazardous Waste management. An Event Collection involves a site temporarily designed and set up to safely and efficiently collect and package waste for disposal or exchange.
- 2.5. Hazardous Waste. Waste as defined in Minnesota Statutes, Section 116.06, subdivision 11.
- 2.6. Household. A single detached dwelling unit or a single unit of a multiple dwelling unit and appurtenant structures.
- 2.7. Household Hazardous Waste (HHW). Waste as defined in Minnesota Statutes, Section 115A.96, subdivision 1(b).
- 2.8. Local Program (Local Household Hazardous Waste Management Program). The household hazardous waste program operated by a CO.
- 2.9. Local Service Area. The area within which the CO provides a Local Program, which shall be as the statutory boundaries of the County.
- 2.10. Management Facility. One or more permanent, temporary, mobile, satellite, or event collection sites that accept Program Waste for collection, management and storage. A Management Facility may be publicly or privately owned and/or operated.

- 2.11. MPCA/SO Contract. The Contract between the Minnesota Pollution Control Agency and the Sponsoring Organization for the Operation of a Household Hazardous Waste Management Program for the period ending December 31, 2017,
- 2.12. Program Wastes. Wastes generated within the Local Service Area which may be accepted at a Management Facility. These wastes shall include Household Hazardous Wastes, and may include Other Program Wastes' and/or VSQG wastes.
- 2.13. Operations Manual. The manual developed in accordance with the MPCA/SO Contract, which provides guidance and procedures for establishing and operating the Local and the Regional Programs.
- 2.14. Other Program Wastes. Wastes, other than HHW and VSQG Waste, which are managed separately from solid waste and which the CO desires to accept at a Management Facility and commingle with HHW pursuant to Section 6 of this Contract.
- 2.15. Agreements and Reciprocal Use Agreements. Agreements entered into by the SO allowing use of a Regional Management Facility for Program Waste generated outside the Regional Service Area,. Such Agreements shall provide the terms and conditions of the use of the Management Facilities, including any fees charged.
- 2.16. Regional Management Facility (Regional Household Hazardous Management Facility). The portion of the Regional Program that consists of one or more Management Facilities operated by the SO, whether directly or by Contract.
- 2.17. Regional Program (Regional Household Hazardous Waste Management Program). The household hazardous waste program serving the Regional Service Area, which can include the following: (1) a household hazardous waste education and waste reduction program; and (2) a Management Facility or facilities; and (3) the Local Programs. Any or all components of the Regional Program may be provided by the SO directly or by the COs through the Local Programs within the Regional Service Area.
- 2.18. Regional Service Area. The area within which the SO provides a Regional Program as defined in Section 3.15 of the MPCA/SO Contract.
- 2.19. Sponsoring Organization (SO). The political subdivision or other entity listed in Section 1.1. of this Contract.
- 2.20. State Contractor. The primary and/or secondary contractor that provide goods and services in accordance with the terms of the State of Minnesota Hazardous Waste Management Contract administered by the Minnesota Department of Administration.

- 2.21. State Contractor Services. Hazardous waste management services which are performed for Local Program and/or Regional Program activities and made available by the MPCA through its contracts with hazardous waste management firms, Hazardous waste management services include supplying materials, receiving and sorting Program Waste, packaging, repackaging, consulting, training, sampling, analysis, treatment, transportation, storage, recycling, processing and disposal.
- 2.22. State Hazardous Waste Rules. The Minnesota Pollution Control Agency Rules, Chapters 7045 and 7001, as applicable.
- 2.23. VSQG or Very Small Quantity Generator. A Hazardous Waste generator who is classified as a VSQG in accordance with Minn. Rules pt. 7045.0206, and who has not lost VSQG status due to quantity of generation or overaccumulation (see Minn. Rules pt. 7045.0206, subp. 6, item B concerning quantity of generation; and Minn. Rules pt 7045.0192, subp. 5, item H, concerning overaccumulation). In determining whether a person has VSQG status, the provisions of Minn. Rules pts. 7045.0206 and 7045.0292, subp. 5, item H shall govern. However, the following narrative is provided as an aid to understanding the portions of this Contract relating to VSQGs. A generator who, in a calendar month, generates the following quantities or less has VSQG status: 100 kilograms of hazardous waste; or one kilogram of acute hazardous waste; or 100 kilograms of any residue or contaminated soil, water or other debris resulting from the cleanup of a spill of any acute hazardous waste. Exceeding these quantities results in loss of VSQG status. VSQG status is also lost if the generator accumulates on-site more than 1,000 kilograms of hazardous waste. A VSQG who has lost VSQG status due to quantity of generation must satisfy the criteria in Minn. Rules pt. 7045.0206, subp. 6 to regain VSQG status.

3. GENERAL HOUSEHOLD HAZARDOUS WASTE PROGRAM REQUIREMENTS

- 3.1. Goal. The goal of the Regional Program is to provide environmentally sound and safe management options for Program Wastes and to encourage, to the extent feasible, reuse, recycling or safe home disposal of Program Wastes.
- 3.2. Regional Program Requirements. The SO agrees to establish and operate a Regional Program in accordance with the conditions and requirements set forth in this Contract and all applicable statutes, rules, and regulations. In addition the SO shall operate the Regional Program according to the terms of the MPCA/SO Contract and the Operations Manual.
- 3.3. Annual Reporting. In addition to any other reports required under other agreements, the CO shall submit to the SO annual report information by March 1 of each year. The report shall include Local Program information related to the operational, financial and educational aspects of the CO's HHW Program.

3.4. Record Keeping. The CO shall maintain records concerning the Local Program in accordance with the MPCA/SO Contract and the Operations Manual and make such records accessible to the SO and the MPCA. The CO shall have available for inspection for a minimum of three (3) years following expiration or cancellation of this Contract, complete and accurate records of the work funded by state funds disbursed under this Contract, including personnel time sheets, data and quality control information. Upon receipt of a request from the state's authorized agent, the CO shall, in addition, retain the records for such longer period as requested during the time of any administrative, judicial, or other proceeding for which the records may be needed. The retention period shall continue until the administrative, judicial, or other proceeding for which the records may be needed is finally completed or until the state's authorized agent notifies the contractor in writing that the records need no longer be kept.

4. EDUCATION AND WASTE REDUCTION PROGRAM

4.1. Education and Waste Reduction Program. An education and waste reduction program could be provided in accordance with the Solid Waste Management Plan for the Local Service Area, the MPCA/SO Contract, the Operations Manual and this Contract. The purpose of the program is to assist and inform the public concerning the proper management, identification and reduction of Program Wastes. The education program could include the following elements:

4.1.1. Public Information. The education and waste reduction program could promote identification and proper management of Program Wastes and methods of waste reduction, utilizing local media, public presentations, classroom education, solid waste haulers, retailers or other avenues the CO and the SO deem appropriate.

4.1.1.1. Duties for Public Information. SO will ensure that materials and activities developed by the MPCA and SO will be made available to the entire Regional Program.

4.1.2. Promotional Materials. Promotional materials shall be provided for the Local Service Area which describe Management Facility operational information, including: location; collection dates and hours; wastes accepted; and local contact numbers.

4.1.2.1. Allocation of Duties for Promotional Materials.

SO Duties:

Ensure that materials and activities developed by the MPCA and SO will be made available to the entire Regional Program.

Sample Public Education Materials. The CO may request from the MPCA, or may obtain from the SO, sample public education materials which the

CO can adapt for distribution, including: press releases; newspaper articles; mailing inserts; public service announcement scripts; brochures; and fact sheets.

5. Operation of Management Facilities.

- 5.1. Waste Acceptance and Management. Management Facilities shall be operated to accept and manage Program Wastes by SO in accordance with all applicable rules, regulations, standards, permit requirements and the Operations Manual. If a Management Facility is privately owned or operated, the private owner or operator shall be required to meet the conditions and requirements set forth in the Operations Manual.

6. FINANCIAL ARRANGEMENTS

The SO is responsible for fulfilling its reporting and financial obligations to the CO and to the MPCA in accordance with the MPCA/SO Contract and the MPCA Regional HHW Program Sponsoring Organization Grant Contract.

A CO is responsible for fulfilling reporting to its SO as agreed to by the parties.

7. GENERAL CONDITIONS

- 7.1. Legal Authority. This Contract is made under the County authority of Minn. Stat. §§ 375.21, 473.801 through 473.834 and 471.59 and Minn. Stat. Ch. 400.
- 7.2. Authorized Representative and Administrator. The SO's authorized representative for administering this Contract is its Executive Director. The CO's authorized representative for administering this Contract is the Solid Waste Administrator or his/her designee. Each party agrees to notify the other party in writing if their authorized agent is changed.
- 7.3. Interpretation of Contract. This Contract and all statutes and rules cited herein shall be interpreted pursuant to the laws of the State of Minnesota.
- 7.4. Term of Contract. This Contract shall be effective upon such date as it is fully executed and shall remain in effect until December 31, 2017, unless earlier terminated as provided herein. It is the intent of the parties that termination or expiration of this Contract shall not relieve the parties of the obligations assumed under this Contract that occur after termination or expiration, including without limitation, the obligations to properly close the Management Facility or Facilities, to pay costs incurred during the term of this Contract and to defend, indemnify and hold harmless the other party pursuant to Section 2.2 of the MPCA/SO.
- 7.5. Cancellation. This Contract may be canceled by the SO or the CO with or without cause in writing given not less than sixty (60) days before the effective date of the

cancellation. If this Contract is canceled, the financial arrangements outlined in Sections 8.0 will prevail for all expenses incurred prior to the effective date of the cancellation, and the CO shall repay to the SO within sixty (60) days after cancellation all unspent or improperly spent funds.

- 7.6. Funding. In the unlikely event that there are insufficient funds appropriated by the Legislature to allow the MPCA to perform each of its duties and obligations under this Contract, the MPCA shall use its best efforts to obtain an increased appropriation from the Minnesota Legislature in sufficient amounts to allow it to fulfill said duties and obligations.
- 7.7. Assignment. The parties shall neither assign nor transfer any rights or obligations under this Contract without the prior consent of the other party.
- 7.8. Compliance with Laws. All acts performed by the parties under this Contract shall be performed in accordance with all applicable federal, state and local laws.
- 7.9. Dispute Resolution. In the event of noncompliance with the terms of this Contract or a dispute arising under this Contract, the CO and SO agree to attempt to resolve said noncompliance or dispute by the process set forth in Attachment B.
- 7.10. Affirmative Action. Both parties shall comply with the affirmative action provision of Minn. Stat. § 363.073 and any applicable rules promulgated thereunder.
- 7.11. Amendments. Any amendments to this Contract shall be in writing and shall be executed by both parties.
- 7.12. Liability. It is the intent of the parties that any liability which may arise as a result of activities contemplated by this Contract be governed according to the following provisions:
 - 7.12.1. Liability to third persons. The parties intend that any claims or causes of action by third persons are subject to the limitations upon liability provided by law. Further, nothing in this Contract is intended to create a cause of action with respect to any third person, except for rights granted to Co-Sponsoring Counties as third party beneficiaries of this section 8.12.
 - 7.12.2. Liability between the SO and the CO. The parties agree that they each will be responsible for their own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof. The SO therefore agrees that it is responsible for itself, its agents, employees, or contractors for any injury to persons or property resulting in any manner from the conduct of its own operations, and operations of its agents, employees or contractors. The SO shall defend, indemnify and hold harmless the CO and their employees, agents and elected officials from all liability, obligations, claims,

demands, loss, costs and expense, including reasonable attorneys and other professional fees, resulting from the acts of the SO, its agents, employees or contractors, or obligations assumed by the SO in this Contract. For purposes of this paragraph, the CO, the MPCA and the State Contractor shall not be considered to be agents, employees or contractors of the SO.

The CO agrees that it is responsible for itself, its agents, employees, or contractors for any injury to persons or property resulting in any manner from the conduct of its own operations, and operations of its agents, employees or contractors. The CO shall defend, indemnify and hold harmless the SO and the MPCA and their employees, agents and elected officials from all liability, obligations, claims, demands, loss, costs and expense, including reasonable attorneys and other professional fees, resulting from the acts of the CO, its agents, employees or contractors, or obligations assumed by the CO in this Contract. For purposes of this paragraph, the SO, the MPCA and the State Contractor shall not be considered to be agents, employees or contractors of the CO.

Additionally, the parties intend that the CO shall be considered a third party beneficiary of the obligation of the MPCA to defend, indemnify and hold harmless the SO and the CO, as a third party beneficiary of the MPCA/SO Contract, and their employees, agents, elected officials from all liability, obligations, claims, demands, loss, costs and expense, including reasonable attorneys and other professional fees, related to or resulting in any manner from the transportation, management or disposal of Program Waste occurring at the time the Program Waste comes into the possession of the State Contractor or an MPCA authorized transporter and, any time thereafter, including without limitation the Resources Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act and the Minnesota Environmental Response and Liability Act, all as amended from time to time, or any other environmental protection or toxic waste or hazardous substance handling, treatment, storage or disposal laws, statutes, ordinances, rules or regulations.

The parties acknowledge that the MPCA shall provide legal counsel for defense of claims asserted against the CO and the SO if those claims are indemnified by the MPCA under the applicable section of the contract between the MPCA and the SO and/or any CO. In its sole discretion, the MPCA may choose to provide legal representation through common counsel or separate counsel. The CO agrees that: (1) it will not claim or assert that, based solely on common counsel's past or present representation of the CO, said counsel has a conflict of interest in performing legal services under this section; (2) it will not claim or assert that, based solely on common counsel's representation under the terms of this Contract, said counsel has a conflict of interest in connection with any

representation of any other person or entity in a matter pending; and (3) in the event that any conflict develops in the representation of the CO under this section, the CO may consent to that common counsel's continued representation of the CO or the CO may retain, at the CO's sole expense, its own counsel for the defense of claims indemnified by the CO under this section, Nothing in this Section 8.12.2 is intended to act as a waiver or limitation of any law, as provided in Section 8.12.1 above. Further, nothing in this Section shall bar any legal remedies that one party may have against another for failure to fulfill its obligations pursuant to this Contract.

7.12.3. No Waiver. Nothing in this Contract is intended to waive or limit the provisions of the Tort Claims Act, Minn. Stat, § 3.736, or Minn. Stat. § 466.02, or any other law, legislative or judicial, which limits governmental liability.

IN WITNESS WHEREOF, the parties hereto have executed this Contract, intending to be bound hereby:

**EAST CENTRAL SOLID WASTE
COMMISSION**

COUNTY OF PINE

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

General Counsel:

County Attorney:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



PINE COUNTY

**County Administrator
David J. Minke**

Administrator's Office

635 Northridge Drive NW
Suite 200
Pine City, MN 55063
1-800-450-7463 Ext. 1620
Fax: 320-591-1628

Commissioners

Steve Hallan – Dist. 1
Mitch Pangerl – Dist. 2
Steve Chaffee – Dist. 3
Curt Rossow – Dist. 4
Vacant – Dist. 5

To: Pine County Commissioners
From: David J. Minke, County Administrator
Date: July 16, 2013
Subject: Second Quarter 2013 Financial Report

Overall, at the half way point through the year, the budget is looking where it should be.

Attached are two graphs that follow the same format as previous financial reports. As requested in April at the first quarter financial update, this second quarter report includes comparative expenditure information from 2012.

Chart 1 shows the expenditures and revenue by major fund and all funds combined. The General Fund is showing 51% spent. However, that number includes \$185,000 for the flood buyouts. Factor that expenditure out and the General Fund is tracking right at 50%.

Revenues are up substantially over last month as the first half property taxes have been collected.

Chart 2 shows the general fund expenditures in the major (over \$100,000) departments of the fund and includes the expenditures as of 6/30/12 and 6/30/13 so a year-to-year comparison can be made.

Most departments are below 50%. IT is at 58%. Most of the computer purchases and professional service contracts are made early in the first half of the year. Most other line items are at or below 50%.

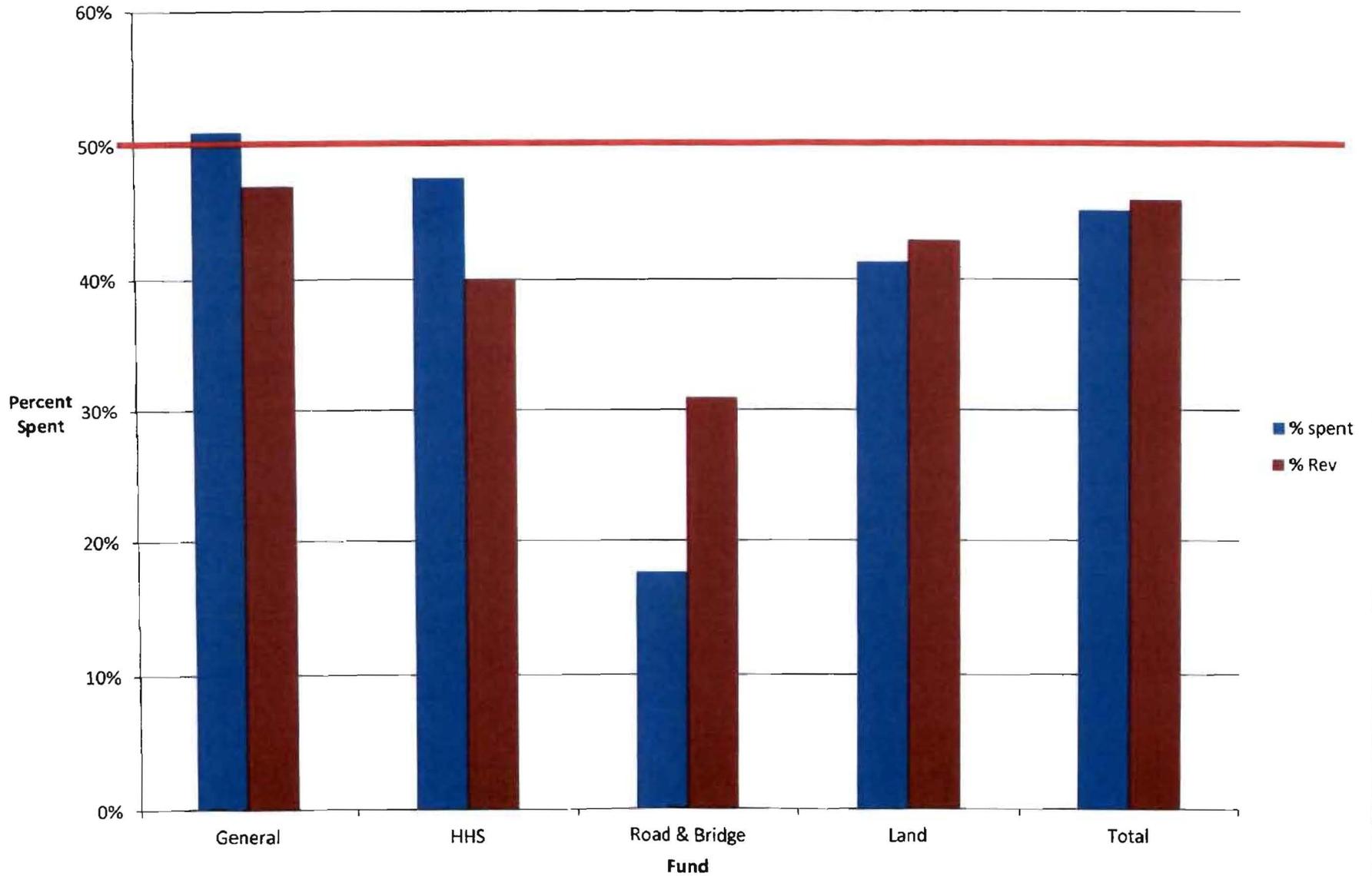
The Records Office is at 63% as a result of expenses in the technology equipment fund and recorder compliance fund. The county also made two years of payments to Pictometry in 2013.

The remaining departments are at or below 50%. For 2012 Government Buildings is at nearly 70% spent. That high level was caused by the repair costs of water damage. Those costs were reimbursed by insurance.

cc: Cathy Clemmer

Chart 1

June 30, 2013 Financial Update Expenditures & Revenues as a Percent by Major Fund & Combined



Major General Fund Departments Percent Spent as of June 30 2013 vs. 2012

