

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

- A) Call meeting to order
- B) Pledge of Allegiance
- C) Public Forum. Members of the public are invited to speak. Each speaker should state his/her name and limit comments to three (3) minutes.
- D) Approve Agenda
- E) Approve Minutes of June 18, 2013 board meeting and Summary for publication.
- F) Approve Minutes of 2013 Board of Equalization meeting - June 17, 2013.
- G) 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
- H) 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. June, 2013 Disbursements

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

2. Temporary Liquor License

Consider 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

Consider 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

Consider 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. Acknowledge and approve the promotion of Nikki Wiener from Child Support Officer to Social Worker effective July 10, 2013, \$19.83/hr., C42 pay grade.
- B. Acknowledge and approve the promotion of Jennifer Mansavage from Property Appraiser to Sr. Property Appraiser, \$22.79/hr., proposed B32 pay grade.

REGULAR AGENDA

1. Introduction

Introduction of Patrick Bruflat, Health & Human Services Director.

2. Facilities Committee

The Facilities Committee met June 18, 2013 (Minutes attached). The Facilities Committee 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.

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.

C. Energy Wheel

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

3. Pine County Liquor Ordinance

Discussion concerning enacting a formal Pine County Liquor Ordinance.

4. **First Aid Training Contract**

Approve 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). This contract corresponds with required initial and annual first aid training.

5. **Commissioner Updates**

6. **Other**

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. **Technology Meeting, Tuesday, July 16, 2013, 8:30 a.m.**, Commissioner Conference Room, Courthouse, Pine City, Minnesota.
- d. **Pine County Board Meeting, Tuesday, July 16, 2013, 10:00 a.m.**, Board Room, Pine County Courthouse, Pine City, Minnesota.
- e. **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.
- f. **Committee of the Whole – Budget Committee Meeting, Tuesday, July 16, 2013**, commencing after HHS Board Meeting, 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**

MINUTES OF PINE COUNTY BOARD MEETING
Regular Meeting

Tuesday, June 18, 2013, 10:00 a.m.
Board Room, Pine County Courthouse, Pine City, Minnesota

Chair Hallan called the meeting to order at 10:00 a.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 welcomed Stacy Fitzgerald back from her service in Afghanistan.

Chair Hallan called for public comment, stating any public comment related to the NLX would be heard after the NLX presentation on the Regular Agenda. There was no public comment.

Chair Hallan requested the following revisions to the Agenda:

Regular:

Add 9A: Revenue Sources for Transportation Funding

Add 9B: Set date for Committee of the Whole/Budget Committee Meeting

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

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

Commissioner Pangerl moved to approve the Minutes of the June 3, 2013 special meeting and June 4, 2013 special meeting Committee of the Whole. Second by Commissioner Rossow. Motion carried 4-0.

Minutes of Boards, Committees and Correspondence

Pine County Soil & Water Conservation District Board Meeting – May 9, 2013

University of Minnesota Extension – Pine County Update – June, 2013

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

Commissioner Chaffee moved to approve the 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. **Review May, 2013 Cash Balance**

Approve:

Fund	May 31, 2012	May 31, 2013	Increase(Decrease)
General Fund	-1,737,183.72	-2,136,132.50	(398,948.78)
Health and Human Services	1,029,022.31	332,874.00	(696,148.31)

Fund			
Road and Bridge Fund	6,884,383.78	6,431,447.43	(452,936.35)
Land Management Fund	1,041,580.45	1,660,026.98	618,446.53
TOTAL (inc non-major funds)	\$22,184,358.33	\$21,045,691.80	(\$1,138,666.53)

2. **Applications for Abatement:**

Approve:

- a. Samuel Hertogs Trust, Mission Creek Twp., PIDs 18.5138.000-18.5159.000, pay 2012 & 2013
- b. Victor Sundquist, Hinckley Twp, PID 15.0139.000, pay 2013

3. **Application for Exempt Permit**

Approve Application for Exempt Permit for the Moose Lake Chamber of Commerce to conduct Minnesota lawful gambling on October 18, 2013 at the Moose Lake Golf Course, 35311 Parkview Drive, Sturgeon Lake, MN (Windemere Twp.).

4. **Resolution for Repurchase of Tax Forfeited Land**

Approve Resolution 2013-25 for Repurchase of Tax Forfeited Land in full, Eagle Deer Reserve, PID 26.5384.000, and authorize Board Chair and County Auditor to sign.

5. **Liquor License**

Approve 3.2 Liquor License for: Ray & Marge's Resort (Windemere Township), Duxbury Store (Wilma Township), Duquette General Store (Kerrick Township), Birch Creek Golf Course (Sturgeon Lake Township). Subject to approval of the County Board, Pine County Sheriff, Pine County Attorney and the township board of each applicant.

6. **Police Officer Declaration – PERA**

Approve Resolution 2013-24, Public Employees Retirement Association Police Officer Declaration for former deputy sheriff Tory Bertelson. This declares that Tory Bertelson met all of the requirements of the Police and Fire Plan membership requirements from June 20, 2011 through October 22, 2011; authorize Board Chair to sign Resolution 2013-24.

7. **Soo Line South Rehabilitation Project #1140-11-2D**

Approve Soo Line South Rehabilitation, Project #L140-11-2D grant in the amount of \$72,000 from Department of Natural Resources and authorize Board Chair and County Administrator to sign. Grant requires a 10% match from Grantee (Pine County) to be split \$4,000 from Pine County and \$4,000 from Northern Pine Riders for a total project cost of \$80,000. To be administered by County Engineer Mark LeBrun.

8. **New Hire – Health & Human Services Director**

Approve the hiring of Health & Human Services Director Patrick Bruflat, effective June 24, 2013, pending completion of pre-employment screenings, \$82,000 per year, grade E82, FLSA exempt.

REGULAR AGENDA

1. **Personnel Committee**

- A. The Personnel Committee – Special Meeting met June 4, 2013. Action taken at June 4, 2013 board meeting. Informational only, no additional board action necessary.

B. The Personnel Committee met June 11, 2013 and made the following recommendations:

Jail:

- i. Approve maintaining part-time correction officer staffing level at 8 positions.
- ii. Approve hiring of one (1) part-time dispatcher.

Land Services Department:

- i. Approve newly created job description for the Sr. Environmental Tech/Zoning Administrator and advertise internally for the position.
- ii. Approve revised Environmental Tech job description.
- iii. Approve newly created job description for the Sr. Property Appraiser and promote the most qualified internal candidate to the position and backfilling.
- iv. Approve revised Recorder job description.

Administrator:

- i. Approve 3% performance wage increase from \$15.17 to \$15.63 for Payroll Clerk Susan Fore (B23), effective April 17, 2013.
- ii. Approve re-grade of IT Supervisor position from B31 to C42. A market study is to be brought to the next Personnel Committee meeting for the position.
- iii. Approve 2% performance wage increase from \$15.60 to \$15.91 for IT Support Specialist Ryan Findell (B24), effective April 28, 2013.

Health & Human Services:

- i. Approve the hiring of:
 - (1) FT Social Worker in Children's Services (new position)
 - (2) Office Support Specialists (new positions)
 - (2) Eligibility Workers (1 now and 1 upon future review by the committee); and
 - (1) Social Worker.
- ii. Approve the transfer of Child Support Officer/Collections Officer Kari Sammis from part-time to full-time status. No change in classification or wage.

Commissioner Rossow provided an overview of the personnel committee meeting, stating:

1. the revised Environmental Tech job description is not for a new hire or a supervisory position, but from the creation of the Sr. Environmental Tech/Zoning Administrator position and internal promotion;
2. the new Sr. Property Appraiser position is a result of Kelly Schroeder overseeing the Land Services Department and the necessity to fill an appraiser position; and
3. the hiring of the Health & Human Services positions: (2) office support specialists, (2) eligibility workers, and (1) social worker, is a result of the new healthcare requirements and the potential of 1,400 – 1,700 new cases in Pine County. Rossow stated there is a possible reimbursement for up to 75% for these new positions. Should future work flow decrease, the necessity for these position(s) will be revisited.

Motion by Commissioner Chaffee to approve the recommendations of the Personnel Committee. Second by Commissioner Rossow. Motion carried 4-0.

Other items are for informational purposes only.

2. Transportation Committee

The Transportation Committee met June 6, 2013. The Transportation Committee made the following recommendations:

- A. Proceed with the following turnbacks and offer a one-time payment to the specific township, \$10,000 per mile, to be used at the township's discretion:
 - i. CR 111 from TH 70 to CSAH 5 (1.52 miles) Dist. 2
 - ii. CR 112 from TH 70 to Royal Heights Lane (2.00 miles) Dist. 2
 - iii. CR 119 from CSAH 5 to CSAH 7 (0.76 miles) Dist. 1
 - iv. CR 153 from Norden Road to 4 miles East (3.0 miles) Dist. 5
(County would take Norden Road 1 mile)
 - v. CR 156 from CSAH 40 to Balsam Fir Road (2.5 miles) Dist. 4
- B. Authorize the promotion of Heavy Maintenance Worker Todd Booker to Highway Maintenance Supervisor, effective June 19, 2013, \$22.89/hour, C41.

Highway Engineer Mark LeBrun reported that only mutually agreed upon roads should be turned back to the townships. LeBrun also provided an update as to the status of road projects in 2013 and 2014. LeBrun stated there was 6 internal candidates and recommended the promotion of Todd Booker to highway maintenance supervisor.

Motion by Commissioner Rossow to approve the recommendations of the Transportation Committee. Second by Commissioner Chaffee. Motion carried 4-0.

3. Insurance Committee

The Insurance Committee met June 17, 2013 and made the following recommendations:

Change of service provider to Madison National Life for short-term and long-term disability, effective July 1, 2013.

Human Resources and Payroll Specialist Matt Christenson stated Ochs, the current county plan administrator for short- and long-term disability, will be changing their service provider from MN Life to Madison National Life. Madison Life will have the rights to administer coverage for the municipal pool in which the county is a member. Ochs/Madison National have offered a 10% reduction on long-term disability rates together with a 2-year rate freeze, as well as a two-year rate freeze on short-term disability rates. Commissioner Pangerl questioned if there is a penalty for leaving the current pool, Christenson stated there is not. No match is required from the county and an open enrollment period will be offered. Long-term and short-term disability is optional coverage paid entirely by the employee.

Motion by Commissioner Chaffee to approve the recommendation of the Insurance Committee to change the service provider to Madison National Life for short-term and long-term disability, effective July 1, 2013. Second by Commissioner Pangerl. Motion carried 4-0.

4. Central Minnesota Jobs and Training Services, Inc. (CMJTS)

Barb Chaffee and staff presented an update on the 2012 audit on behalf of Central Minnesota Jobs and Training Services. No concerns were noted. Chaffee also presented a framed photograph of Commissioner Carlson, stating that upon a vacancy of a CMJTS board member, their picture is retired. Chaffee asked that Carlson's picture be retired here.

Discussion was held regarding the auditing process as well as CMJTS's involvement in the creation of jobs in Pine County. Commissioner Pangerl inquired as to whether job creation statistics in the audit include jobs created by the Mille Lacs Band--Chaffee replied saying that unless a band member comes to CMJTS for job assistance, their numbers are not included.

5. **MCIT Member Report**

Bob Goede, MCIT Risk Management Consultant, presented the 2013 MCIT annual report and update.

Chair Hallan called a five minute recess at 11:10 a.m.

The board reconvened at 11:18 a.m.

6. **NLX**

Bob Manzoline, Regional Rail Authority, and John Ongaro, Intergovernmental Relations Director, St. Louis County and NLX Alliance volunteer, gave a presentation on Northern Lights Express (NLX). After the presentation, Chair Hallan opened the floor to public comment. The following expressed their views:

Support: Dave Baker, Charlie Rike, Bob Carlson, Bob Brewster, Dale Frye, and Patrice Winfield.

Opposition: Tom Swain, Al Wolter, Patrice DeGray, Leo McNally, Sherri Blasjek, Randy Christenson, Sherri Holm, Carolyn Stivers, Bob Salonek, Betty Palmer, and Janet McNally.

Chair Hallan called a five minute recess at 1:05 p.m.

The board reconvened at 1:12 p.m.

7. **Final Payment – Hardrives, Inc.**

County Engineer Mark LeBrun reported to the board, and discussion was held, regarding the completion of Contract #1104: CP 058-633-014, CSAH 33; between CSAH 66 to TH 23; CP 058-664-004, CSAH 64; between TH 123 and TH 23; and CP 058-666-002, CSAH 66; between CSAH 32 to TH 23. LeBrun said that the overrun was due to incentive payments.

Motion by Commissioner Rossow for final payment to Hardrives, Inc. in the amount of \$43,217.25 and authorize County Administrator to sign the Certificate of Final Contract Acceptance. Second by Commissioner Chaffee. Motion carried 4-0.

8. **Pine County Sheriff's Office Public Auction**

Sheriff Cole reported that approximately 149 guns, which cannot be returned to their owners, will be sold by Reinhardt Auction Service, Palisade, Minnesota on August 17, 2013, at 4R Arena, Palisade. The county will pay a 12% commission; Cole estimates sales to be approximately \$30,000 - \$40,000.

9. **Flood Mitigation Properties – Resolution 2013-26**

County Administrator David Minke explained that the county is at the stage in the flood buy-out process of transferring title of the flood properties to the respective township/city in which the property is located. Resolution 2013-26 will allow the County Administrator, or his designee, to sign closing documents.

Motion by Commissioner Rossow to approve Resolution 2013-26 Authorizing County Administrator or Designee to Sign Closing Related Documents to Purchase Flood Buy-out Properties and authorize Board Chair and County Administrator to sign. Second by Commissioner Pangerl. Motion carried 4-0.

9A. Revenue Sources

County Engineer Mark LeBrun explained that effective January, 2014 Pine County will have two new revenue sources available for transportation funding:

i. \$10 Annual Wheelage Tax.

\$10 per motor vehicle (not motorcycles or trailers) registered in Pine County. Currently the only option is to impose the tax and set the amount at \$10 or not impose the tax. This tax must be used for highway purposes. The estimated annual revenue for Pine County is \$273,000. August 1st is the deadline to notify the Department of Revenue to collect the tax.

ii. ½ cent Sales Tax.

This tax is added to the general state sales tax and includes an excise tax of \$20 per motor vehicle sold at retail in the county. This tax can only be used for specific purposes including capital cost of a specific transportation project, capital and operating costs of specific transit projects, or costs for Safe Routes to School program. The estimated annual revenue for Pine County is \$703,000. The tax is to end when the specific project is paid for.

9B. Committee of the Whole – 2014 Budget

- i. A Committee of the Whole Budget Committee meeting has been set for July 16, 2013 after the Health and Human Services Board, in the boardroom.
- ii. Administrator's Office will assist with scheduling a mutually agreeable date for all commissioners to meet with department heads to discuss the 2014 budget.

10. Commissioner Updates

None.

11. Other

Remove Special Meeting – Performance Review (David Minke), Wednesday, June 19, 2103, 8:00 a.m. from the Upcoming Meeting Calendar. Each Commissioner will make a written appraisal and submit to Chair Hallan. The recommendations will then be submitted to the Personnel Committee.

12. Upcoming Meetings

- a. **Technology Meeting, Tuesday, June 18, 2013, 8:30 a.m.,** Commissioner Conference Room, Courthouse, Pine City, Minnesota.
- b. **Pine County Board Meeting, Tuesday, June 18, 2013, 10:00 a.m.,** Boardroom, Pine County Courthouse, Pine City, Minnesota.
- c. **Pine County Health and Human Services Meetings, Tuesday, June 18, 2013, to commence after Pine County Board Meeting,** Boardroom, Pine County Courthouse, Pine City, Minnesota.
- d. **Facilities Committee Meeting, Tuesday, June 18, 2013, to commence after Pine County Health & Human Services Meeting ,** Commissioner Conference Room, Pine City, Minnesota.
- e. **NLX meeting, Wednesday, June 26, 2013, 9:30 a.m.,** Boardroom, Pine County Courthouse, Pine City, Minnesota.

13. Adjourn

With no further business, Chair Hallan adjourned the county board meeting at 1:40 p.m. The next regular meeting of the county board is scheduled for July 2, 2013 at 1:00 p.m. at the Public Health Building, Sandstone, 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***

**Tuesday, June 18, 2013, 10:00 a.m.
Board Room, Pine County Courthouse, Pine City, Minnesota**

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The Pledge of Allegiance was said.

Chair Hallan welcomed Stacy Fitzgerald back from her service in Afghanistan.

Chair Hallan called for public comment, stating any public comment related to the NLX would be heard after the NLX presentation on the Regular Agenda. There was no public comment.

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

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

Commissioner Pangerl moved to approve the Minutes of the June 3, 2013 special meeting and June 4, 2013 special meeting Committee of the Whole. Second by Commissioner Rossow. Motion carried 4-0.

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Pine County Soil & Water Conservation District Board Meeting – May 9, 2013

University of Minnesota Extension – Pine County Update – June, 2013

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

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

Approve May, 2013 Cash Balance.

Application for Abatements:

Approve:

- i. Samuel Hertogs Trust, Mission Creek Twp., PIDs 18.5138.000-18.5159.000
- ii. Victor Sundquist, Hinckley Twp

Approve Application for Exempt Permit for the Moose Lake Chamber of Commerce to conduct Minnesota lawful gambling on October 18, 2013 at the Moose Lake Golf Course, 35311 Parkview Drive, Sturgeon Lake, MN.

Approve Resolution 2013-25 for Repurchase of Tax Forfeited Land in full, Eagle Deer Reserve and authorize Board Chair and County Auditor to sign.

Approve 3.2 Liquor License for: Ray & Marge's Resort, Duxbury Store, Duquette General Store, and Birch Creek Golf Course. Subject to approval of the County Board, Pine County Sheriff, Pine County Attorney and the township board of each applicant.

Approve Resolution 2013-24, Public Employees Retirement Association Police Officer Declaration for former deputy sheriff Tory Bertelson. This declares that Tory Bertelson met all of the requirements of the Police and Fire Plan membership requirements from June 20, 2011 through October 22, 2011; authorize Board Chair to sign Resolution 2013-24.

Approve Soo Line South Rehabilitation, Project #L140-11-2D grant in the amount of \$72,000 from Department of Natural Resources and authorize Board Chair and County Administrator to sign. Grant requires a 10% match from Grantee (Pine County) to be split \$4,000 from Pine County and \$4,000 from Northern Pine Riders for a total project cost of \$80,000. To be administered by County Engineer Mark LeBrun.

Approve the hiring of Health & Human Services Director Patrick Bruflat, effective June 24, 2013, pending completion of pre-employment screenings, \$82,000 per year, grade E82, FLSA exempt.

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Motion by Commissioner Chaffee to approve the recommendations of the Personnel Committee. Second by Commissioner Rossow. Motion carried 4-0.

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- B. Authorize the promotion of Heavy Maintenance Worker Todd Booker to Highway Maintenance Supervisor, effective June 19, 2013, \$22.89/hour, C41.

Motion by Commissioner Rossow to approve the recommendations of the Transportation Committee. Second by Commissioner Chaffee. Motion carried 4-0.

Motion by Commissioner Chaffee to approve the recommendation of the Insurance Committee to change the service provider to Madison National Life for short-term and long-term disability, effective July 1, 2013. Second by Commissioner Pangerl. Motion carried 4-0.

Chair Hallan called a five minute recess at 11:10 a.m.
The board reconvened at 11:18 a.m.

Bob Manzoline, Regional Rail Authority, and John Ongaro, Intergovernmental Relations Director, St. Louis County and NLX Alliance volunteer, gave a presentation on the Northern Lights Express (NLX). After the presentation, Chair Hallan opened the floor to public comment. The following expressed their support/opposition:

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Motion by Commissioner Rossow to approve Resolution 2013-26 Authorizing County Administrator or Designee to Sign Closing Related Documents to Purchase Flood Buy-out Properties and authorize Board Chair and County Administrator to sign. Second by Commissioner Pangerl. Motion carried 4-0.

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A Committee of the Whole meeting has been set for July 16, 2013 after the Health and Human Services Board, in the boardroom.

Administrator's Office will assist with scheduling a mutually agreeable date for all commissioners to meet with department heads to discuss the 2014 budget.

Remove Special Meeting – Performance Review (David Minke), Wednesday, June 19, 2103, 8:00 a.m. from the Upcoming Meeting Calendar. Each Commissioner will make a written appraisal and submit to Chair Hallan. The recommendations will then be submitted to the Personnel Committee.

With no further business, Chair Hallan adjourned the county board meeting at 1:40 p.m. The next regular meeting of the county board is scheduled for July 2, 2013 at 1:00 p.m. at the Public Health Building, Sandstone, 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 may also be requested from the administrator's office.

PINE COUNTY BOARD OF EQUALIZATION

June 17, 2013

The Pine County Board of Equalization convened at 5:00 p.m., Tuesday, June 17, 2013 with members Commissioner Stephen Hallan, Commissioner Mitchell Pangerl, Commissioner Steve Chaffee, Commissioner Curt Rossow, and Auditor-Treasurer Cathy J. Clemmer. Also present were County Assessor Kelly Schroeder and Staff Appraiser Jennifer Mansavage.

County Assessor Kelly Schroeder presented information regarding county-wide valuations are stabilizing with some adjustments upward for tillable land and adjustments downward for non-tillable, lower lands.

The following individuals attended the meeting and after careful consideration and discussion, the County Board of Equalization made the following adjustments and recommendations:

Larry McGuinn, PID 19.0056.000, Munch Twp – requested the classification be changed from Rural Vacant Land to Agricultural-Homestead.

Commissioner Rossow motioned there should be no change to classification and to await the Tax Court decision. Seconded by Commissioner Chaffee. Carried.

William Collins, PID 04.0149.000, Birch Creek Twp – requested value of manufactured home be reduced due to amount of mold and purchase price.

Commissioner Rossow motioned to reduce the value of the manufactured home to \$18,500. Seconded by Commissioner Chaffee. Carried.

Kenneth Gockowski, PID 33.0439.000, 33.0478.000, 33.0481.000 and 33.0482.000, Windemere Twp – requested reduction in value due to condition of structures and quality of portion of lakeshore.

Commissioner Rossow motioned to accept the County Assessor's recommendation to reduce PID 33.0439.000 from \$359,500 to \$196,300 and PID 33.0482.000 from \$55,500 to \$53,600. Further direction to assist Mr. Gockowski with enrolling in the Green Acres program. Seconded by Commissioner Chaffee. Carried.

Jerry Laumeier, not in attendance and letter received, PID 05.0198.000, Bremen Twp – requested reduction in value due to private appraisal and easement given to County Highway Department.

Commissioner Pangerl motioned no change. Seconded by Commissioner Rossow. Carried.

Commissioner Chaffee motioned to approve the following Assessor recommended valuation changes after inspection of these properties following the Local Boards of Review:

<u>#</u>	<u>Parcel #</u>	<u>Owner Name</u>	<u>Original EMV</u>	<u>Adjusted EMV</u>
1	06.0103.000	Tretter	\$31,100	\$57,300
2	06.0105.000	Tretter	\$143,700	\$131,000
3	08.0283.000	Clementson	\$131,000	\$116,200

4	15.0211.001	Michalek	\$125,500	\$96,300
5	18.5015.000	Stoffel	\$81,900	\$69,900
6	26.0021.001	Davidson	\$227,000	\$180,300
7	28.0817.000	Symanski	\$190,300	\$185,800
8	28.8914.013	Henschke	\$37,000	\$19,400
9	32.8800.001	Vink	\$700	\$0
10	33.0104.000	Olson	\$240,400	\$236,500
11	33.0479.000	Nystrom	\$964,900	\$847,000
12	36.5050.000	Price	\$54,200	\$38,900

Motion was seconded by Commissioner Pangerl and carried.

Chairman Stephen Hallan adjourned the meeting at 7:01 p.m.

Chairman Stephen M. Hallan

Clerk Cathy J. Clemmer

ECRL Library Board Minutes

Date: Monday, May 13, 2013

Time: 9:30 am

Place: ECRL Headquarters, Cambridge, MN

Present: Board members: Anderson, Gene (Kanabec); Carlson, Keith (Chisago); Chaffee, Steve (Pine); Goddard, Carol (Pine); Henderson, Ray (Chisago); Hommes, Linda (Aitkin); Kramersmeier, Charlotte (Mille Lacs); Lee, Karen (Isanti); McMahon, George (Chisago); Misiura, Audrey (Isanti); Niemi, Don (Aitkin); Raisanen, James (Aitkin); Reynolds, Genny (Mille Lacs); Sauer, Tom (Mille Lacs); Swanson, Margery (Pine); Warring, Mike (Isanti); Zaudtke, Wayne (Kanabec)

Staff: Misselt, Barbara (Director, ECRL); Lydon, Carla (Asst. Director, ECRL); Anderson, Shelly (Admin Serv Mgr, ECRL); Carlson, Marlys (Office Clerk/Recorder, ECRL)

Absent: Weaver, Sharon (Kanabec)

Call to Order:

President McMahon called the May 2013 meeting of the East Central Regional Library to order at 9:30 a.m.

Pledge of Allegiance & Introductions:

Adopt/Amend Agenda: McMahon; amend agenda to move audit up to #4.

M/S/P: unanimous

Sauer/Hommes to amend agenda, motion approved.

Period for Public comment

None

Approval of Previous Minutes

M/S/P: unanimous

Lee/Niemi, approve minutes of 4/18/13 as presented.

New Business : Audit Report

Auditor - Carl from Althoff and Nordquist introduces self. Carl did an overview of the annual audit, reviewed all reports: Net assets, Statement of Activity and Fund balance. Cash balance has improved since last year. Questions?

McMahon: We have had issues in past with amounts not in correct columns. Is this problem corrected now? Carl: Yes. Trial balance is good, using Quik Books improved this greatly. Carl did an overview of all and the Management Letter.

Carl: Shelly has good handle on everything, is consistent and doing a good job (all applaud for Shelly). Questions?

Comment: Misselt; the state makes it unpredictable on when they give the money and amounts change.

Raisanen: Carl, do you have any advice for us?

Carl: Yes. Do not get upset and not take things personally. You're providing a service, not running a business for profit. Barb thanks Carl and Shelly.

M/S/P: unanimous

Misiura/Niemi, motion to accept audit.

Bills:

M/S/P: unanimous

Misiura/Niemi, motion to approved April 2013 bills.

Financial Report:

M/S/P: unanimous

Misiura/Carlson, motion to accept the April 2013 financial report as presented.

ECRL Administrative Reports

A. Director's Organizational Report

Misselt: No incident reports this month but busy with personnel this month. Chisago Lakes Rotary with Sarah Biro presentation very positive. Mini Gala MN Book Rewards at North Branch was great, part of statewide initiative, ECRL has class, good job. Thank you to Board for contributing to refreshments.

Swanson: Branch Librarian, Robin is leaving, due to a family move. Misselt: Agreed with Robin that official announcement of her departure would be delayed until Robin notified that she'd had opportunity to talk to community members and she hasn't notified ECRL that it's OK to openly announce it yet.

Misselt: Notice the section of Organizational Report from Systems Administrator that details plan for computer lab deployments. Addresses questions from Board members.

B. Branch Highlights

Carla: The branch highlights: Mini Gala, Mascot Tours - Mazy in Isle ended tour. You can follow ECRL on Twitter. Goddard: "Gala was fantastic! Disappointed I was the only board member to attend."

McMahon: Do we have new staff for our Mascot? Lyndon: No applications have been received yet for the position.

Misselt: The Mascot Wearer position is low pay and part time. I have not looked at targeted recruitment for high school or college age. This will be discussed with the Personnel Committee.

Other Reports

Braham Community Center. Judy, representing Braham Area Community Center.

We are building our dream, the centers groundbreaking was May 1st. We are going around to let people know about it the new center. We serve all residents and are inviting ECRL to have a permanent place. Pass out of materials, see flyer for activities. The new center should open in November. We are asking you for support.

Misselt: Outreach stops there every 2 weeks, we will have a better equipped space than city hall, where currently stops.

Personnel Committee reports:

Misselt: An employee filed a Hostile Work Environment. We followed procedure to refer to Personnel Committee and attorney. Investigation and resolution is according to attorney guidance.

Misselt: North Branch city payment reduction for extra hours, please refer to packet. Staff and Personnel Committee recommend reducing schedule of 2 current staff members by 2 hours per week for the second half of the year. Staff does not recommend reducing open hours of the branch.

McMahon: Action to accept

M/S/P: unanimous

Misiura/Hommes, motion to accept.

Old business

Vehicle:

Misselt: Mechanical analysis of vehicle shows several deficiencies that need repair. Repairs will cost a minimum \$1,500, plus potential unforeseen complications during repair. Princeton iMotors (where we purchased the new van) agreed to sell on commission of \$500. Discussion of cost to sell. Two wholesalers offered to purchase, one for \$2,000, the other \$2,500.

McMahon: Motion to sell to wholesaler if offer still stands for \$2,500 or sell on surplus auction.

M/S/P: unanimous

Lee/Carlson

Motion to declare the vehicle as "surplus."

M/S/P: unanimous

Sauer/Niemi

Misselt continues new business: PALS contract renewal, need to extend one more year.

McMahon: Motion to extend 1 year

M/S/P: unanimous

Carlson/Henderson

Trustee Issues

2013 Legislative Session: Misselt: Legacy funds are in jeopardy, House put 3 million into the House Legacy bill. The Senate versions allocated 50% of available Legacy funds to the State Arts Board, with none to libraries. Changes have also been made the way it's distributed: the funds are to be distributed in 10 equal payments according to the number of branches/locations in the library system. There is concern of not enough money to run legacy. Misselt will be there for committee meetings as announced, McMahon also.

Future

Next meeting: June 10, 2013, Princeton Library.

M/S/P: unanimous

Carlson/Raisanen motion to adjourn

McMahon adjourned the meeting at 12:00.

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

Attendance: Russ Baron, LaDonna Clepper, Sharri Johnson, Deedre Ludwig, Tim Schmutzer, and Janet Schumacher

Absent: Geri Germann, Cheryl Johnson, Kevin Wojahn and Pastor Vicki VanderVegt

Excused Absence: Carolyn Miller, Barb Morgan

Meeting began at 3:00 p m at the Public Health Building in Sandstone.

1. **Welcome and Introductions** – Russ Baron, Interim Director introduced himself and welcomed the committee members with introductions given.
2. **Minutes of 3/6/13** - Motion was made by Tim Schmutzer and seconded by LaDonna Clepper to approve the minutes. Motion carried.

3. **Discussion**

1. MnChoices

Russ shared information about the new assessment tool for waived services, personal care attendant, and long term care with the assessment for private duty nursing coming in the future. We will be doing assessments for all placements whereby in the past it was the county that placed the individual that would complete the assessment. This assessment will provide information to clients to make informed decisions about their living situation. RN/PHNs and Social Workers can do the assessments and the clients will be re-assessed every three years. After the assessors gain experience in completing them the time it takes to do the assessment will be shortened – down to about 1 – 1 ½ hours for completion. We will be taking a staffing plan to Personnel Committee for a potential increase in staff. Launch date for these new assessments is November 2013. Funding for the program comes through time studies/random moments and we anticipate funding to be better than what we are currently receiving.

2. MA Expansion

The Legislature approved this program with a start date of October 2013. The income levels have been expanded along with a change in asset limitations meaning a potential 1,400 additional new applicants in Pine County. We will be taking a staffing plan to Personnel Committee for a potential increase in staff for this program.

Discussed Health Care Exchange whereby individuals and businesses can purchase affordable health insurance online. This program will begin in October 2013 as well. There may be navigators such as Lakes & Pines, Senior Linkage Line, etc. to assist clients through this process.

3. Health Care Rankings

This is a comparison with all counties in the state and Pine County dropped this last year. Pine County ranked 83rd overall on health factor rankings, which in turn will influence future outcomes. This could be due to several different factors and Public Health will be working on making some changes in several areas. There are separate rankings focused on health factors and health outcomes.

Public Health Achievements consists of vaccinations that have prevented diseases, control of infectious diseases, safer and healthier foods, education and policies that have produced healthier mothers and babies, and policies and services that have dramatically reduced tobacco use.

Public Health Successes consists of dental screenings and fluoride varnishing, tobacco free parks and recreational areas, increase in breastfeeding rates, development of the Meth Task Force, child & teen examinations, and worksite wellness program/building.

4. Presence at Pine County Fair

Public Health staff as well as the Meth Task Force Committee will be at the Pine County Fair in August providing educational materials, etc. to attendees.

5. Budget 2013

Through the end of April we are at 33% of the year and 31% of budget. We are under what we had anticipated at that point and will continue to monitor it.

6. Sequestration 2013

Russ shared areas of cuts that will affect Pine County due to the Federal sequestration. These areas include about \$10,000 in children services area - \$6,400 in child care basic sliding fee, \$6,200 in adult mental health services, \$1,200 in children's mental health, and \$1,600 in the PSOP program.

4. Staffing and Program Updates

1. Director

Interviews were held June 3rd and we are in the process of completing background checks and checking references. Official action on an appointment should happen at the June 18th County Board meeting.

2. Social Service Supervisor

Jaci Orr started her position on May 8th. She has a lot of experience in supervision, diagnosis, and mental health programs.

3. Social Worker (CMH)

Heidi Burton started her position on May 6th and her office is currently in the Pine City Office. We will discuss with the Pine City School as to the possibility of her being housed there. All three of the Children's Mental Health workers are now under Becky Foss, Children Services Supervisor.

4. Social Worker

The Social Worker in foster care/child care licensing/adoptions resigned and we are in the process of filling this position.

5. RN/PHN

We have a full time RN and PHN vacancy as well as a part time RN vacancy. We may combine two part time nurse positions to one full time RN position. Re-posting has been up and will schedule interviews.

6. Recruit of Eligibility Workers

We have advertised in the local newspapers and web site for recruitment of Eligibility Workers due to the Health Care Expansion/MNSure programs.

Tim updated the committee about Essential Health in Sandstone. The Essential Health Board is in the process of conducting a site/environmental analysis for a new hospital and hope to have the analysis done by the end of the month. Looking to better collaboration of wrap around

services to provide a “one stop shop” for the general area.

Tim indicated that with the wrap up of the 2013 legislative session there will be systematic changes for PHASE, reimbursement has changed and will be based on MnCHOICES assessments, etc.

Meeting adjourned at 4:15 p m.

Next Meeting Date: Wednesday, September 4, 2013 at 3:00 at the Public Health Building in Sandstone.

Minutes prepared by Janet Schumacher

PHealth & Human Service Advisory Committee\Minutes\2013\June 5 min



PINE COUNTY PUBLIC WORKS

HIGHWAY DEPARTMENT

405 Airport Road NE
Pine City, MN 55063

Telephone 320-216-4200

Fax: 320-629-6736

1-800-450-7463 Ext. 4200

Mark A. LeBrun, P.E.
County Engineer

Pine County Land Surveyor Monthly Report

June 2013

CSAH 8 T39N R21W Section 33, research records, set GPS control, compute corner search areas, search for, set, and GPS City Block corners in the City of Pine City, compute ROW, update files.

T42N R17W Sections 18 and 19, set, tie out and GPS PLSS corners, excavate with a backhoe for original PLSS corner evidence, update files for County Land Department.

CSAH 61 T38N R21W, research records, compute corner search areas, search for, set, tie out and GPS PLSS corners, excavate with a backhoe for original PLSS corner evidence, update files.

T38N R22W Section 4, search for, set, tie out and GPS PLSS corner, update files.

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

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

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

Review and file PLSS corner certificates provided by private surveyors.

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

Robin T. Mathews, Pine County Surveyor

Monthly Report June 2013.doc

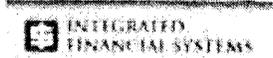
PINE COUNTY REQUEST FOR BOARD ACTION

Requested Board Date: July 2, 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
Department Requesting Action: <u>Auditor/Treasurer</u>	 Department Head Signature 6/24/13 Date

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

CATHYJ
6/26/13 9:54AM

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



DISBURSEMENTS JOURNAL REPORT Specific Dates: 06/01/2013 - 06/30/2013

RECAP BY FUND	FUND	AMOUNT	NAME
	1	498,350.01	GENERAL REVENUE FUND
	13	275,321.58	ROAD & BRIDGE FUND
	22	338.35	LAND MANAGEMENT FUND
	76	206,275.36	GROUP HEALTH INS FUND 5/1/95 (GEN)
	80	10,463.00	COUNTY COLLECTIONS AGENCY FUND
	82	7,477,791.75	TAXES AND PENALTIES AGENCY FUND
	84	424.00	EAST CENTRAL DRUG TASK FORCE AGENCY F
		8,468,964.05	Total Disbursements

RECAP BY TYPE	TYPE	AMOUNT	NAME
	1	8,469,372.66	AUD
	3	408.61	MVC
		8,468,964.05	Total Disbursements

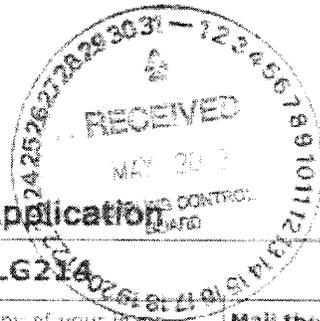
PINE COUNTY REQUEST FOR BOARD ACTION

Requested Board Date: July 2, 2013	Consent Agenda <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 <u>6-24-13</u> Date

<p>Item for Discussion:</p> <p><i>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 Rd SW, Pine City (Pine City Twp).</i></p> <p>Board Action Requested: (Attach additional pages if needed)</p> <p align="right">Supporting Documents: Attached None</p>

LG214 Premises Permit Application

Annual Fee \$150 (NON REFUNDABLE)



\$5350
\$150

Jim

Required Attachments to LG214

- 1. If the premises is leased, attach a copy of your lease. Use **LG215 Lease for Lawful Gambling Activity**.
- 2. \$150 annual premises permit fee, for each permit (non refundable). Make check payable to "State of Minnesota."

Mail the application and required attachments to:
 Gambling Control Board
 1711 West County Road B, Suite 300 South
 Roseville, MN 55112

Questions? Call 651-639-4000 and ask for Licensing.

Organization Information

731

- 1. Organization name: Pine City Youth Hockey License number: 019321
- 2. Chief executive officer (CEO): Justin Jahnz Daytime phone: 320-223-8957
- 3. Gambling manager: ~~Jeff Steele~~ Angela Westbrock Daytime phone: ~~320-230-3308~~ 612-390-1317

Gambling Premises Information

- 4. Current name of site where gambling will be conducted: Pine City Country Club
- 5. List any previous names for this location: NA
- 6. Street address where premises is located: 10413 Golf Course Rd SW. Pine
Do not use a P.O. box number or mailing address.

7. City: Pine City OR Township: Pine County: Pine Zip code: 55063

8. Does your organization own the building where the gambling will be conducted?
 Yes No If no, attach LG215 Lease for Lawful Gambling Activity.

A lease is not required if only a raffle will be conducted.

- 9. Is any other organization conducting gambling at this site? Yes No Don't know
- 10. Has your organization previously conducted gambling at this site? Yes No Don't know

Gambling Bank Account Information. Must be in Minnesota.

11. Bank name: Frandsen Bank Bank account number: 1110082753

12. Bank street address: 560 3rd Ave City: Pine City State: MN Zip code: 55063

All Temporary and Permanent Off-site Storage Spaces

13. Address (Do not use a P.O. box number): Cross Lake Storage City: Pine City State: MN Zip code: 55063
15460 Edgewater Rd NE

14. Address (Do not use a P.O. box number): _____ City: _____ State: MN Zip code: _____

Allyce

none

Acknowledgment by Local Unit of Government: Approval by Resolution

CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township
Local unit of government must sign	
City name _____	County name <u>Pine</u>
Date approved by city council _____	Date approved by county board <u>5-7-13</u>
Resolution number _____	Resolution number _____
Signature of city personnel _____	Signature of county personnel _____
Title _____ Date signed _____	Title _____ Date signed _____
	TOWNSHIP NAME <u>Pine Township</u>
	Complete below only if required by the county.
	On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statute 348.113, Subd. 2.)
	Print township name <u>Kevin Carlberg Pine City Park</u>
	Signature of township officer <u>Thom Cole</u>
	Title <u>Chair</u> Date <u>5-7-13</u>

Acknowledgment and Oath

- | | |
|---|---|
| <ol style="list-style-type: none"> 1. I hereby consent that local law enforcement officers, the Board or its agents, and the commissioners of revenue or public safety and their agents may enter and inspect the premises. 2. The Board and its agents, and the commissioners of revenue and public safety and their agents are authorized to inspect the bank records of the gambling account whenever necessary to fulfill requirements of current gambling rules and law. 3. I have read this application and all information submitted to the Board is true, accurate, and complete. 4. All required information has been fully disclosed. 5. I am the chief executive officer of the organization. | <ol style="list-style-type: none"> 6. I assume full responsibility for the fair and lawful operation of all activities to be conducted. 7. I will familiarize myself with the laws of Minnesota governing lawful gambling and rules of the Board and agree, if licensed, to abide by those laws and rules, including amendments to them. 8. Any changes in application information will be submitted to the Board no later than 10 days after the change has taken effect. 9. I understand that failure to provide required information or providing false or misleading information may result in the denial or revocation of the license. 10. I understand the fee is nonrefundable regardless of license approval/denial. |
|---|---|

<p>Signature of Chief Executive Officer (designee may not sign) </p> <p>Print name _____</p>	<p><u>5/19/13</u></p> <p>Date _____</p>
--	---

<p>Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application. Your organization's name and address will be public information when received by the</p>	<p>Board. All other information provided will be private data about your organization until the Board issues the permit. When the board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Department of Public</p>	<p>Safety; Attorney General, Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor; national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.</p>
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This form will be made available in alternative format, i.e. large print, Braille, upon request

LG215 Lease for Lawful Gambling Activity

Organization <i>Pine City County Cur.</i>	Address <i>2101 E Pine City Ave</i>	Telephone number <i>320-629-3444</i>	Daytime phone <i>320-629-3444</i>
Name of leased premises <i>Pine City CC</i>	Street address <i>10433 Great Course Rd</i>	City <i>Pine City</i>	State MN
Name of legal owner <i>Pine City County Cur, Inc.</i>	Business/street address <i>Sams</i>	City	State MN
Name of lessor (if same as legal owner, write "SAME")			

Check applicable item:

1. **New lease.** Do not submit existing lease with amended changes. _____ Date that the changes will be effective. Submit changes at least 10 days **before** the effective date of the change.

2. **New owner.** Effective date _____ Submit new lease **within** 15 days after new lessor assumes ownership.

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

Pull-tabs (paper) Electronic pull-tabs (must also sell paper pull-tabs)

Pull-tabs (paper) with dispensing device Linked electronic bingo

Bar bingo Bingo

Tipboards

Paddlewheel Paddlewheel with table

Electronic games may only be conducted at (1) a premises licensed for the on-sale or off-sale or intoxicating liquor, or (2) a permit for food and beverages that does not include a general food store or drug store permitted to sell alcoholic beverages under Minn. Stat. §§40A.403, subsection 1, or (3) a premises where bingo is conducted as the primary business and has a seating capacity of at least 100.

PULL-TAB, TIPBOARD, AND PADDLEWHEEL RENT
Separate rent for booth and bar ops.

BOOTH OPERATION - Some or all sales of gambling equipment are conducted by an employee/volunteer of a licensed organization at the leased premises.

ALL GAMES, including electronic games - Monthly rent to be paid, _____ %, not to exceed **10%** of gross profits for that month.

- Total rent paid from all organizations for only booth operations at the leased premises **may not exceed \$1,750**
- The rent cap does not include BAR OPERATION rent for electronic games conducted by the lessor.

BAR OPERATION - All sales of gambling equipment conducted by the lessor or lessor's employee.

ELECTRONIC GAMES - Monthly rent to be paid, _____ %, not to exceed **15%** of the gross profits for that month from electronic pull-tab games and electronic linked bingo games.

ALL OTHER GAMES - Monthly rent to be paid, 10 %, not to exceed **20%** of gross profits from all other forms of lawful gambling.

- If any booth sales conducted by a licensee organization at the premises rent may not exceed **10%** of gross profits for that month and is subject to booth operation **\$1750** cap.

BINGO RENT for leased premises where bingo is the primary business conducted, such as bingo hall.

Bingo rent is limited to one of the following:

- Rent to be paid, _____ %, not to exceed **10%** of the monthly gross profit from all lawful gambling activities held during bingo occasions, excluding bar bingo.
- OR -
- Rate to be paid \$ _____ per square foot, not to exceed 110% of a comparable cost per square foot for leased space, as approved by the director of the Gambling Control Board. The lessor must attach documentation, verified by the organization, to confirm the comparable rate and all applicable costs to be paid by the organization to the lessor.
 - Rent may not be paid for bar bingo.
 - Bar bingo does not include bingo games linked to other permitted premises.

LEASE TERMINATION CLAUSE. Must be completed.

The lease may be terminated by either party with a written 30 day notice.

Other terms: Rent will not be paid on paddlewheel games.

LG215 Lease for Lawful Gambling Activity

Lease Term - The term of this agreement will be concurrent with the premises permit issued by the Gambling Control Board (Board)

Management - The owner of the premises or the lessor will not manage the conduct of lawful gambling at the premises

The organization may not conduct any activity on behalf of the lessor on the leased premises

Participation as Players Prohibited - The lessor will not participate directly or indirectly as a player in any lawful gambling conducted on the premises. The lessor's immediate family and any agents or gambling employees of the lessor will not participate as players in the conduct of lawful gambling on the premises, except as authorized by Minnesota Statutes 349.18.

Illegal Gambling - The lessor is aware of the prohibition against illegal gambling in Minnesota Statutes 609.75 and the penalties for illegal gambling violations in Minnesota Rules 7865.0220, Subpart 2. In addition, the Board may authorize the organization to withhold rent for a period of up to 90 days if the Board determines that illegal gambling occurs on the premises or that the lessor or its employees participated in the illegal gambling or knew of the gambling and did not take prompt action to stop the gambling. Continued tenancy of the organization is authorized without payment of rent during the time period determined by the Board for violations of this provision, as authorized by Minnesota Statutes 349.16, Subdivision 1(a).

To the best of the lessor's knowledge, the lessor affirms that any and all games or devices located on the premises are not being used, and are not capable of being used, in a manner that violates the prohibitions against illegal gambling in Minnesota Statutes 609.75.

Notwithstanding Minnesota Rules 7865.0220, Subpart 2, an organization must continue making rent payments under the terms of this lease, if the organization or its agents are found to be solely responsible for any illegal gambling conducted at this site, that is prohibited by Minnesota Rules 7865.0220, Subpart 1, Item H or Minnesota Statutes 609.75, unless the organization's agents responsible for the illegal gambling activity are also agents or employees of the lessor.

The lessor must not modify or terminate the lease in whole or in part because the organization reported, to a state or local law enforcement authority or the Board, the conduct of illegal gambling activity at this site in which the organization did not participate.

Other Prohibitions - The lessor will not impose restrictions on the organization with respect to providers (distributor or unisex bingo game provider) of gambling-related equipment and services or in the use of net profits for lawful purposes.

The lessor, the lessor's immediate family, any person residing in the same residence as the lessor, and any agents or employees of the lessor will not require the organization to perform any action that would violate statute or rule. The lessor must not modify or terminate this lease in whole or in part due to the lessor's violation of this provision. If there is a dispute as to whether a violation occurred, the lease will remain in effect pending a final determination by the Compliance Review Group (CRG) of the Gambling Control Board. The lessor agrees to arbitration when a violation of this provision is alleged. The arbitrator shall be the CRG.

Access to permitted premises - Consent is given to the Board and its agents, the commissioners of revenue and public safety and their agents, and law enforcement personnel to enter and inspect the permitted premises at any reasonable time during the business hours of the lessor. The organization has access to the premises during any time reasonable and when necessary for the conduct of lawful gambling.

Lessor records - The lessor must maintain a record of all money received from the organization, and make the records available to the Board and its agents, and the commissioners of revenue and public safety and their agents upon demand. The record must be maintained for 3 1/2 years.

Rent all-inclusive - Amounts paid as rent by the organization to the lessor are all-inclusive. No other services or expenses provided or contracted by the lessor may be paid by the organization, including but not limited to:

- trash removal
- janitorial and cleaning services
- electricity, heat
- other utilities or services
- snow removal
- lawn services
- storage
- security, security monitoring
- cost of any communication network or service required to conduct electronic pull-tabs games or electronic bingo
- in the case of bar operations, cash shortages

Any other expenditures made by an organization that is related to a leased premises must be approved by the director of the Gambling Control Board. Rent payments may not be made to an individual.

Acknowledgment of Lease Terms

I affirm that this lease is the total and only agreement between the lessor and the organization, and that all obligations and agreements are contained in or attached to this lease and are subject to the approval of the director of the Gambling Control Board.

Other terms of the lease

Rent will not be paid on paddlewheel games

Signature of lessor

 Print name and title of lessor
 STEVE GAMEL

Date
 6-18-13

Signature of organization official (lessee)

 Print name and title of lessee
 Gambling Manager

Questions? Contact the Licensing Section, Gambling Control Board, at 651-635-4000. This publication will be made available in alternative format (i.e. large print, Braille) upon request. **Data privacy notice:** The information requested on this form and any attachments will become public information when received by the Board, and will be used to determine your compliance with Minnesota statutes and rules governing lawful gambling activities.

Acknowledgment by Local Unit of Government: Approval by Resolution

CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township
Local unit of government must sign	
City name _____	County name _____
Date approved by city council _____	Date approved by county board _____
Resolution number _____	Resolution number _____
Signature of city personnel _____	Signature of county personnel _____
Title _____ Date signed _____	Title _____ Date signed _____
	TOWNSHIP NAME _____
	Complete below only if required by the county. On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. [A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subc. 2.]
	Print township name _____
	Signature of township officer _____
	Title _____ Date _____

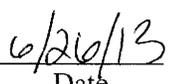
Acknowledgment and Oath

- | | |
|--|--|
| <p>1. I hereby consent that local law enforcement officers, the Board or its agents, and the commissioners of revenue or public safety and their agents may enter and inspect the premises.</p> <p>2. The Board and its agents, and the commissioners of revenue and public safety and their agents are authorized to inspect the bank records of the gambling account whenever necessary to fulfill requirements of current gambling rules and law.</p> <p>3. I have read this application and all information submitted to the Board is true, accurate, and complete.</p> <p>4. All required information has been fully disclosed.</p> <p>5. I am the chief executive officer of the organization.</p> | <p>6. I assume full responsibility for the fair and lawful operation of all activities to be conducted.</p> <p>7. I will familiarize myself with the laws of Minnesota governing lawful gambling and rules of the Board and agree, if licensed, to abide by those laws and rules, including amendments to them.</p> <p>8. Any changes in application information will be submitted to the Board no later than 10 days after the change has taken effect.</p> <p>9. I understand that failure to provide required information or providing false or misleading information may result in the denial or revocation of the license.</p> <p>10. I understand the fee is nonrefundable regardless of license approval/denial.</p> |
|--|--|

Signature of Chief Executive Officer (designee may not sign) _____ Date _____
 Print name *Justin Jahnz* _____

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address, which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety, Attorney General, Commissioner of Administration, Minnesota Management & Budget, and Revenue, Legislative Auditor, national and international gambling regulatory agencies, anyone pursuant to court order, other individuals and agencies specifically authorized by state or federal law to have access to the information, individuals and agencies for which law or legal order authorizes a new use of sharing of information after this notice was given, and anyone with your written consent.

PINE COUNTY REQUEST FOR BOARD ACTION

Requested Board Date: July 2, 2013	Consent Agenda <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>Assessor</u>	<div style="display: flex; justify-content: space-between;"> <div style="text-align: center;">  Department Head Signature </div> <div style="text-align: center;">  Date </div> </div>

Authorize the internal promotion of Jennifer Mansavage from Property Appraiser to Sr. Property Appraiser as part of the restructure (approved at June 18, 2013 board meeting). Pay grade is proposed to be a B32, salary increase from \$22.33/hour to \$22.79/hour.

Board Action Requested: (Attach additional pages if needed)
Authorize Promotion

Supporting Documents: Attached None

**Pine County Facility Committee
Special Meeting
June 18, 2013 Following the HHS Meeting
Commissioner Conference Room**

1. The meeting was called to order at 3:50 p.m. Present were Commissioners Curt Rossow, Mitch Pangerl, Administrator David Minke and Maintenance Supervisor Kevin Newman.
2. KARR Tuck Pointing Project
KARR was unable to guarantee they could have the Pine Government Center tuck pointing project completed in 2013. They agreed to complete it no later than July 2014. The committee was agreeable to change the date to not later than July 2014.
3. Hinckley Highway Shop
The county owns an old highway shop (304 Lawler Ave. N, Hinckley, adjacent to the American Legion) which is no longer needed by the highway department. The City of Hinckley has requested the property. The city's intent is to demolish the building and maintain the property as public parking. The city is willing to continue to allow the recycling buildings on the site.

The committee recommends transferring the property to the City of Hinckley with the stipulation that the property be used for a public purpose and that the city continue to allow the recycling sheds.

4. Energy Wheel
The HVAC system at the courthouse uses an "energy wheel" as part of the air handling system. The current equipment is not functioning and needs to be replaced. Newman is currently reviewing two price quotes of approximately \$38,000 and \$42,000 to ensure both meet the specifications and provide a 10-year warranty.

The committee recommends Newman complete the review and bring the item to the board for approval.

5. Glycol Leak at the Courthouse
During the weekend of June 8/9, the heating system had a glycol leak in the third floor equipment room. The glycol penetrated the floor and flooded the file room in the county attorney's office, and also a workstation in the administrator's office. Maintenance and the sentence-to-serve crew cleaned the damaged areas. Carpet was shampooed and ceiling tiles replaced.
6. With no other business the committee adjourned at 4:10 p.m.

BUY/RESELL QUOTATION

DATE: 6/27/13

TO: Dave Mulvaney
 ATTENTION: Pine County Maintenance Dept.
 FROM: James Rhodes

RE: Pine County School

QTY	DESCRIPTION	TAG	EACH
1	TR-294-00-MH3-7-2 THERMOWHEEL® Retrofit for Innergy Tech Wheel Model HWL-108 Approximate wheel diameter of 108"	TBD	\$ 32,951
1	Survey Trip	0	\$ 2,813

Total material price and turnkey installation including delivery to Pine City, MN \$ **35,764**

Optional night or weekend installation price add \$ **1,944**

Includes:

- New Controls and Sensors in a NEMA 4 Cabinet
-
-

437,708

Excludes or exceptions:

-
-

TURNKEY INSTALLATION of field-built rotors is included for 3 day(s) total, during 1 visit(s), covered by the conditions explained below.

All materials will meet or exceed all project specifications, except as noted. All materials as per our standard TR Specifications listed on our web site at www.thermotech-usa.com.

A standard 10-year material and labor warranty covering all materials sold and installed by Thermotech is included.

New power supply, if required, is to be provided by the customer via disconnect mounted where the new controls will be located near the new drive motor and is not included in our scope of work.

If work is interrupted due to operational requirements beyond our control, an extra charge of \$ 97.00/Mhr will be added to the total project invoice for any lost time, plus any additional materials cost.

- Estimated rotor installation duration is 3 shifts per wheel
- It is assumed the unit is available for up to 10 hours/shift, days or nights. Unit will be operational in between the shifts.
- Rotor parts shipping crates to be received and stored by the customer and to be opened by Thermotech personnel only.
- It is assumed in this quotation that there are no special crate sizes required. Standard maximum crate sizes are up to 7' wide x up to 10' long x up to 5' tall and up to maximum 2,500#, suitable for unloading with pallet jack or forklift from standard dock height enclosed truck trailers.
- Delivery of parts and/or crates from delivery dock to AHU by you or your agent. If site does not allow for this, Thermotech staff will remove parts from crates and deliver to the AHU(s) at no additional charge provided a 4-wheel cart or similar appropriate device is provided by others and sufficient access is available.
- Weather protection of crates by you or your agent.
- Disposal of debris by you or your agent. Old materials will be left next to the unit being worked on.
- Sheet metal for added access panels to be supplied by customer if required.

Prices are subject to review after 30 days from the quotation date.

No federal, state or local taxes are included in this quotation.

STANDARD RETROFIT TERMS OF SALE:

- 35% to be invoiced upon receipt of order and release to manufacturing.
- 45% to be invoiced at shipment and 20% upon completion of any required field labor.
- All invoices are Net 30 days of the date of invoice.
- Late payments will be assessed an 18% APR charge.

STANDARD SCHEDULE: Ship 8-10 weeks after receipt of order and release to production, dependent upon current factory load at the time project is released.

U.S. Patent # 6,422,299; Canadian patent # 2,373,417

Quote prepared by:
 James Rhodes
 Thermotech Enterprises, Inc.
 5110 W. Clifton St., Tampa, FL 33634
 Tel: 813-787-8547 Fax: 813-865-5205
 E-mail: jrhodes@thermotech-usa.com

TR-SERIES SPECIFICATION

Casing Frame Structure:

The structural frame of the existing casing will remain intact to avoid any disconnection of the duct transitions and resulting interruption of the operation. The frame structure will be upgraded as necessary to achieve an acceptable rotor deflection of maximum 1/32", as measured at the outer radius, during maximum rated airflow condition, and thereby eliminating excessive air seal bypass and/or additional seal drag. All structural improvements, including all welds, will be painted with red oxide primer.

Sheet metal and air seal mounting surfaces:

All existing sheet metal will be reinforced as required to provide a solid mounting surface of the new peripheral and radial seals in order to maintain a minimum of 3/8" fixed distance between the rotor surface and any sheet metal or steel parts. A minimum of three quadrants, air entry and exit areas, of the rotor surface will be sealed off to force the air through the heat transfer media minimizing cross leakage and by-pass. One quadrant may be substituted with a side seal that blocks the air leakage at the outer end between the rim and the stationary casing wall. This type of seal shall only be acceptable when the outer rim forms a smooth and flat surface.

Purge Section:

The existing purge section may be reused if it can be determined that it is structurally sound and that it is functioning correctly for the existing design conditions. If a change is required for its proper operation it may be replaced, modified or combined with an added purge adjuster or limiter in order to achieve a satisfactory purge flow.

Hub and Bearings:

New external bearings may be of the same rating as the old providing they were properly sized to provide a minimum L10 life of 219,000 hours of operation and are changeable without a complete disassembly of the rotor. If this condition can't be met, internal bearings with a L10 life of 438,000 hours may be used as a substitute. For this project the bearings will be replaced with tapered roller bearings sized to give an L10 life in excess of 25 years.

Regardless of the type of bearings selected, internal or external, provisions will be made for grease fittings that are easily accessible.

External bearing shaft journals will be machined to proper tolerance as specified by the bearing manufacturer to avoid any problems with bearing setscrews loosening and premature shaft wear. The new hub/shaft will be installable and removable without any cutting or removal of any structural steel members essential for maintaining structural integrity of the casing.

Spokes:

The spokes will be made of extruded aluminum with an "I" beam shape to limit deflection of the rotor to 1/32" for the maximum rated airflow. Spokes will consist of a primary and a secondary spoke to allow for easy field assembly. Surfaces to be serrated for increased friction and air turbulence across the seals.

Rims:

Rims are made of two extruded aluminum sections - one outer rim with grooves for the twin "V" belts, and one inner rim with guide flanges for securing the media. The two sections will be welded together to form a tubular structure for improved strength in order to maintain an accurate radius and rotor roundness during the installation process.

Rim Joint:

The rim joints connect the spoke ends and the rim ends together in such a way that the heat transfer media can be installed under field conditions without any media deformation or misfits causing future problems. The rim joints provide for a gradual compression of each section by independently applying increased tension of the rim bolts without the use of any special tools or devices.

Rotor media:

The heat transfer media will be the industry standard of 200 mm. in depth. The new heat transfer media will be made of corrugated aluminum foil with a high surface area per volume and laminar flow to assure that no fouling occur on the internal heat transfer surface. This material will be supplied with a "Balanced Sieve" (4Å Molecular Sieve) desiccant coating for selective adsorption of water vapor and equal sensible and latent heat transfer. All edges are epoxy-coated for additional corrosion protection and strength.

The rotor media is provided in segments. Each media segment will be machined to fit in between a primary and secondary spoke and a guiding flange of the outside rim. Each segment of media will be compressed independently of all other segments during the assembly process without causing any angular deformation and resulting misfits between the spokes and media parts, and to provide a wheel with a flatness of +/- 1/32".

No adhesives or silicone will be necessary to secure the media in place in order to allow for future replacement in the event of damage to a section.

Seals:

The seals will be of a maintenance free "non-contact" type to eliminate wear, excessive drag and resulting added horse power required for the motor drive system, while still being capable of resisting high pressure differences. The seals are made out of two sections - an extruded rubber seal of a 4-pass labyrinth "turbine" type design minimum 1/4" thick and an extruded aluminum strip with adjustment slots for fastening bolts to the casing frame. The seal system will be able to withstand a pressure difference up to 12 in. w.c. without deflecting causing excessive air leakage. The seals will be adjustable and set to within 1/32" of the rotor surface.

Drive System:

The drive is gravity tensioned for vertically installed units and spring tensioned for horizontally installed units, and uses two standard "B" section V- belts to drive the rotor. The speed reducer is grease lubricated, maintenance free with a flexible Love-Joy input coupling for easy motor separation and for absorption of any shock or vibration. The drive system will be easily accessible and visible for inspection and maintenance and have a minimum life expectancy of 50,000 hours.

Speed Control:

The speed control system will be a variable frequency inverter operating a standard inverter rated AC motor, capable of operating the rotor from 1/4 rpm to 20 rpm or to whatever is required for the type of media used. It will integrate with the temperature control system to provide the required supply air temperature.

Temperature controller:

The temperature controller will monitor entering and leaving temperatures for the exhaust and supply air. Adjustable set points will be employed for the heating mode discharge temperature, summer/winter change over and for wheel frost control.

For multiple rotors in a common air stream each rotor will provide temperature outputs to the controller in order to get an accurate average discharge temperature.

Rotation Detector:

The rotation detector shall be accomplished through the temperature controller. A 2-wire proximity sensor supplying a dry contract for the controller will be used.

Owner demonstration:

The proper operation of the controls, drive system, rotor deflection, seal adjustments, purge adjustments and required maintenance procedure will be demonstrated to the owner upon start-up.

Maintenance:

The entire rotor and wheel assembly will require only limited maintenance of biannual greasing of the main bearings and inspection of the drive system.

Warranty:

A standard 10-year material and labor warranty covering all materials supplied and installed is included.

Proposal

License #:

MINNEAPOLIS DISTRICT

To: Kevin Newman
Supervisor, Building Maintenance
Pine County Government Center
635 Northridge Dr. NW
Pine City MN 55063

Phone: 320-591-1738

Email: kevin.newman@co.pine.mn.us

Model: Ventrol AHU#4

Date: June 26, 2013

Site Name: Pine County Government Cent

Description: *Installation of new enthalpy wheel to replace failed Inergy Tech Wheel.*

Proposal #: SR-PJG062713-1

McQuay Factory Service respectfully submits the following solution for your review and approval:

We will provide labor and materials to perform the following:

Klingenburg heat wheel furnished with

- Overall cassette size of 115"x115"x17.32" (This will ship in two sections)
 - A. Includes new steel frame and wheel
 - B. each one will be 115"x57.5"x17"
- 1,495 lbs, shipped in 2 halves
- Shaft, belt, seals, bearings, motor.

- Crane / Rigging
- Removal of old equipment
- Labor

If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy by fax, email or mail so that we can begin to mobilize our efforts to complete the project as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and other projects in the future.

Sincerely,
McQuay Factory Service

Paul Glassman
Service Center Manager
Minnesota and North Dakota Service Area
Office (701) 476-1700
CELL (612) 221-6913
Email: paul.glassman@mcquay.com

Minneapolis Service
11760 Justen Circle, Unit D
Maple Grove, MN 55369
Phone (763) 428-1700
Fax (763) 428-7164

McQuay[™]
Air Conditioning
Factory Service

Proposal

MINNEAPOLIS DISTRICT

Exceptions/Exclusions:

1. All work to be performed during "Normal Working Hours".
2. Any and all repairs recommended/required to be quoted separately.

This proposal expires on: **September 24, 2013**

Investment Amount and Billing Terms:

<i>Total Investment Required to Implement the Proposed Solution</i>	
\$47,432.70	<i>Forty Seven Thousand Four Hundred Thirty Two Dollars and Seventy Cents</i>

Billing/Payment Terms*:

Billed in full, upon completion

*All billings are due immediately upon receipt

Pricing and acceptance are based upon the Terms and Conditions which are attached.

This proposal is being submitted by McQuay International (hereinafter also referred to as "McQuay Factory Service")

Accepted By:

Pine County Government Center

Kevin Newman

(Full Legal Name of Customer)

(Signature)

Supervisor, Building Maintenance

(Title)

Date: _____

Customer PO # :

Submitted By:

McQuay Factory Service

Paul Glassman

(Full Legal Name of McQuay Factory Service Representative)

(Signature)

Service Center Manager

(Title)

Date: June 26, 2013

Proposal # SR-PJG062713-1

Minneapolis Service
11760 Justen Circle, Unit D
Maple Grove, MN 55369
Phone (763) 428-1700
Fax (763) 428-7164

McQuay
Air Conditioning
Factory Service

McQuay Factory Service TERMS & CONDITIONS

1. This Standard Service Proposal or Maintenance Agreement (hereinafter sometimes referenced as "Agreement"), upon acceptance by the Customer, is made solely on the terms and conditions hereof, notwithstanding any additional or conflicting conditions that may be contained in any purchase order or other form of Customer, all of which additional or conflicting terms and conditions are hereby rejected by McQuay Factory Service. Further, you acknowledge and agree that any purchase order issued by you in accordance with this Agreement will only establish payment authority for your internal accounting purposes. Any such purchase order will not be considered by us to be a counteroffer, amendment, modification, or other revision to the terms of this agreement. No waiver, alteration or modification of the terms and conditions herein shall be valid unless made in writing and signed by an authorized representative of McQuay Factory Service.
2. This Maintenance Agreement or Standard Service Proposal is subject to acceptance by the Customer within 30 days from date show on the quote, unless specified otherwise. Prices quoted are for services, labor, and material as specified in this Proposal. If acceptance of this Maintenance Agreement or Standard Service Proposal is delayed or modified, prices are subject to adjustment.
3. Terms of payment are subject at all times to prior approval of McQuay Factory Service's credit department. Terms of payment are net upon receipt of invoice unless previously otherwise agreed in writing. Should payment become more than 30 days delinquent, McQuay Factory Service may stop all work under this Agreement or terminate this Agreement with five (5) days written notice to Customer. McQuay Factory Service reserves the right to add to any account outstanding more than 30 days interest at 1 ½% per month or the highest rate allowed by law. In the event of default in payment, Customer agrees to pay all costs of collection incurred by McQuay Factory Service including, but not limited to, collection agency fees, attorney fees and court costs. Additional services may be performed upon request at a price to be determined, subject to these Terms and Conditions.
4. In the event that McQuay Factory Service determines, during the first thirty (30) days of any Maintenance Agreement or upon seasonal start-up (discovery period) that any equipment covered under this Agreement in need of repair and/or replacement, McQuay Factory Service shall inform Customer of the equipment condition and remedy. McQuay Factory Service shall not be responsible for the present or future repair and/or replacement or operability of any specific equipment; until such time as the equipment is brought up to an acceptable condition or the Customer removes the unacceptable system(s), component(s), or part(s) from this contract.
5. Any Maintenance Agreement price is subject to adjustment once each calendar year, effective on the anniversary date, for changes in labor, subcontractor and material costs. The customer shall receive forty-five (45) days prior written notice of such adjustment unless specifically excluded otherwise in writing.
6. A Maintenance Agreement may be terminated: (i) by either party upon the anniversary date hereof; provided however, that written notice of such termination must be given to the non-terminating party at least thirty (30) days prior to the anniversary date; (ii) by McQuay Factory Service upon five (5) days prior written notice to Customer, in the event that any sums or monies due or payable pursuant to this Agreement are not paid when due or in the event that additions, alterations, repairs or adjustments are made to the system or equipment without McQuay Factory Service's prior approval; (iii) by either party, in the event that the other party commits any other material breach of this Agreement and such breach remains uncured for ten (10) business days, after written notice thereof. If a Maintenance Agreement is terminated for any reason, other than a material breach by McQuay Factory Service, Customer shall pay, in addition to all sums currently due and owing, the entire remaining balance due for the term of the Maintenance Agreement, or an amount equal to time and materials expended for the year, whichever is less. Notices required hereunder shall be sent via Certified U.S. Mail, Return Receipt Requested and provided that such notice is postmarked by the required date, such notice shall be deemed properly given.
7. Unless Customer provides appropriate documentation of tax exemption, Customer shall pay McQuay Factory Service, in addition to the contract price, the amount of all excise, sales, use, privilege, occupation or other similar taxes imposed by the United States Government or any other National, State or Local Government, which McQuay Factory Service is required to pay in connection with the services or materials furnished hereunder. Customer shall promptly pay invoices within 30 days of receipt. Should payment become more than 30 days delinquent, McQuay Factory Service may stop all work under this Agreement or terminate this Agreement as set forth in paragraph 6 herein above.
8. Any and all costs, fees and expenses arising from or incurred in anticipation of any federal, state, county, local or administrative statute, law, rule, regulation or ordinance (collectively "Governmental Regulations") directly or indirectly requiring that refrigerant other than the type of refrigerant currently being utilized in connection with the equipment subject to this Agreement be used, shall be borne solely by Customer. In this regard, McQuay Factory Service shall not be required to bear any expense in connection with the modification, removal, replacement or disposal of any refrigerant in response to any Governmental Regulation designed to reduce or eliminate the alleged environmental hazards associated with the refrigerant.
9. The contract price stated herein is predicated on the fact that all work will be done during regular working hours of regular working days unless otherwise specified. If for any reason Customer requests that work be performed other than during regular working hours or outside the scope of services specified hereunder, Customer agrees to pay McQuay Factory Service any additional charges arising from such additional services, including but not limited to premium pay, special freight or other fees or costs associated therewith.
10. Customer shall be responsible for all costs, expenses, damages, fines, penalties, claims and liabilities associated with or incurred in connection with any hazardous materials or substances, including but not limited to asbestos, upon, beneath, about or inside Customer's equipment or property.

Title to, ownership of, and legal responsibility and liability for any and all such hazardous materials or substances, shall at all times remain with Customer. Customer shall be responsible for the removal, handling and disposal of all hazardous materials and substances in accordance with all applicable Governmental Regulations. Customer shall defend, indemnify, reimburse and hold harmless McQuay Factory Service and its officers, directors, agents, and employees from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or disposal of any hazardous materials or substances, including but not limited to asbestos, in connection with the services performed hereunder. McQuay Factory Service shall have the right to suspend its work at no penalty to McQuay Factory Service until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. McQuay Factory Service reserves the right to engage others in a subcontractor status to perform the work hereunder.

11. Customer agrees to provide McQuay Factory Service personnel with the usual required utilities (water, electricity, compressed air, etc.) and special tools and equipment normally used for such services unless restricted specifically in the quote. Customer agrees to ensure that sufficient service access space is provided. McQuay Factory Service shall not be held liable for failure or damage to any equipment caused by power interruptions, single phasing, phase reversal, low voltage, or other deficiencies beyond the control of McQuay Factory Service.
12. This agreement does not include responsibility for design of the system (unless specifically included), obsolescence, electrical power failures, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s) by others (including the Customer), negligence of the system by others (including the Customer), failure of the Customer to properly operate the system(s), or other causes beyond the control of McQuay Factory Service.
13. In the event that McQuay Factory Service is required to make any repairs and/or replacements or emergency calls occasioned by the improper operation of the equipment covered hereby, or any cause beyond McQuay Factory Service's control, Customer shall pay McQuay Factory Service for the charges incurred in making such repairs and/or replacements or emergency calls in accordance with the current established McQuay Factory Service rates for performing such services.
14. McQuay Factory Service shall not in any event be liable for failure to perform or for delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any Governmental Authority or of Customer, riot, war, embargo, fuel or energy shortage, wrecks or delay in transportation, inability to obtain necessary labor, materials, or equipment from usual sources, or due to any cause beyond its reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of such delay. If the materials or equipment included in this Proposal become temporarily or permanently unavailable for reasons beyond the control of McQuay Factory Service, McQuay Factory Service shall be excused from furnishing said materials or equipment and be reimbursed for the difference between cost of materials or equipment unavailable and the cost of an available reasonable substitute.
15. MCQUAY FACTORY SERVICE SHALL NOT IN ANY EVENT BE LIABLE TO THE CUSTOMER OR TO THIRD PARTIES FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PRODUCTION, LOSS OF USE OR LOSS OF PROFITS OR REVENUE ARISING FROM ANY CAUSE WHATSOEVER INCLUDING, BUT NOT LIMITED TO ANY DELAY, ACT, ERROR OR OMISSION OF MCQUAY FACTORY SERVICE. IN NO EVENT WILL MCQUAY FACTORY SERVICE'S LIABILITY FOR DIRECT OR COMPENSATORY DAMAGES EXCEED THE PAYMENT RECEIVED BY MCQUAY FACTORY SERVICE FROM CUSTOMER UNDER THE INSTANT AGREEMENT.
16. McQuay Factory Service extends the manufacturer's warranties on all parts and materials and warrants labor to meet industry standards for a period of thirty (30) days from the date performed, unless a longer duration is expressly stated elsewhere in this Agreement. McQuay Factory Service expressly limits its warranty on Customer's Equipment to cover only that portion of Equipment which had specific service work done by McQuay Factory Service. These warranties do not extend to any Equipment or service which has been repaired by others, abused, altered, or misused, or which has not been properly maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR SPECIFIC PURPOSE, WHICH ARE HEREBY SPECIFICALLY DISCLAIMED.
17. Each of us agrees that we are responsible for any injury, loss, or damage caused by any negligence or deliberate misconduct of our employees or employees of our subcontractors. If any of our employees or those of our subcontractors, cause any injury, loss or damage in connection with performing their duties under this agreement, the responsible party will pay for all costs, damages, and expenses, which arise. Each of us agrees to defend and hold harmless the other party, its officers, directors and employees, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees and court costs, arising out of or resulting from the performance of work hereunder, to the extent that such claim, damage, loss, or expense is caused by an active or passive act or omission of the indemnifying party or anyone directly or indirectly employed by that party, or anyone for whose acts that party may be liable.
18. This Agreement shall be binding upon and inure to the benefit of each party's respective successors, assigns and affiliates. This Agreement is governed by and construed in accordance with the laws of the State of Minnesota.

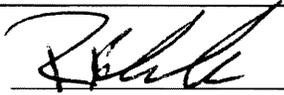
10/28/2010

PINE COUNTY REQUEST FOR BOARD ACTION

Requested Board Date: July 2, 2013	Consent Agenda <i>(Please Circle)</i> <u>Regular Agenda</u> 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 6-26-13 Date

<p>Item for Discussion:</p> <p><i>Discussion concerning enacting a formal Pine County Liquor Ordinance.</i></p> <p>Board Action Requested: (Attach additional pages if needed)</p> <p align="center">Supporting Documents: Attached None</p>
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PINE COUNTY REQUEST FOR BOARD ACTION

Requested Board Date: June 26, 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>	 6-26-2013 Department Head Signature Date

Item for Discussion: (one form per item)

Request the Board accept and approve a first aid training contract with the Pine Technical College.

The contract provides first aid training to Sheriff Office staff, from January 2014 thru December 2019.

This contract corresponds with required initial and annual first aid training.

Rate per student is described on page 2 paragraph A

Board Action Requested: (Attach additional pages if needed)

Supporting Documents: Attached None



Pine Technical College

TO: Robin Cole
Pine County Sheriff's Department

FROM: Dawn Sandberg
Office & Administrative Specialist
Continuing Education & Customized Training
Pine Technical College
900 Fourth Street SE
Pine City MN 55063
(320) 629-5176
(320) 629-5103 (Fax Number)

DATE: June 14, 2013

RE: Contract Number 503 Enclosed

I have enclosed the Customized Training Income Contract for EMT/EMR Training that will be taking place as needed by your department January 2014 through December 2019. Please read over the contract, sign the back page and return to me as soon as possible. We need the original ink signed contract back to our office so I am providing a return envelope for your convenience.

If you have any questions regarding the contract feel free to call or email myself or Marge Fagerstrom. Here are our phone numbers and email addresses:

Marge Fagerstrom: fagerstromm@pinetech.edu 320-629-5199

Dawn Sandberg: sandbergd@pinetech.edu 320-629-5176

Thanks Robin and Have a Great Day!!! Dawn

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
PINETECHNICAL COLLEGE
900 4TH STREETSE
PINE CITYMN 55063
(800) 521-7463 OR (320) 629-5175 Fax (320) 629-4529

CUSTOMIZED TRAINING INCOME CONTRACT

PINE TECHNICAL COLLEGE (hereafter "COLLEGE/UNIVERSITY"), by virtue of its delegated authority from the Board of trustees of the Minnesota State Colleges and Universities, and Pine County Sheriff's Office (hereafter "PURCHASER") agree as follows:

I. DUTIES OF THE COLLEGE/UNIVERSITY. The COLLEGE/UNIVERSITY agrees to provide the following:

Title of Instruction/Activity/Service:

Provide Instructional Services to Pine County Sheriff's Department. The Following courses will be taught to the The Pine County Sheriff's Department: EMT - Initial, EMT - Refresher, EMR - Initial and EMR - Refresher

Date(s) of Instruction/Activity/Service:

January 1, 2014 - December 31, 2019

Instructor/Trainer/Consultant:

JoAnn Gray

Location:

Pine County Sheriff's Department Training Room

Other Provisions:

Pine Technical College will provide the Training, Support, CPR Cards and Administrative Support.

II. DUTIES OF THE PURCHASER. The PURCHASER agrees to provide:

The Pine County Sheriff's Department will provide the training room, instructor and the instructors salary along with the training equipment that goes along with the courses being taught.

The Pine County Sheriff's Department will provide a minimum agreed upon number of students for each course taught.

The instructor will provide course record requirements for each student to Pine Technical College Continuing Education at course completion. Instructor will also register students with EMSRB for background disclosures.

III. SITE OF INSTRUCTION/ACTIVITY/SERVICE:
The Pine County Sheriff's Department

IV. CONSIDERATION AND TERMS OF PAYMENT

A. Cost

Cost of Instruction/Activity/Service (total or per hour):

\$500 per EMT - Initial Student

\$300.00 per EMR - Initial Student

\$50.00 per EMT - Refresher Student

\$50.00 per EMR - Refresher Student

*Increases in the cost of textbooks and workbooks may cause these prices to go up. The increased cost will be reflected on the individual class invoices.

Other fees:

Notwithstanding the thirty (30) day notice period established in paragraph VII, in the event that the PURCHASER desires to cancel or reschedule the Instruction/Activity/Service due to low enrollment, PURCHASER shall give at least 5 days notice in writing to the COLLEGE/UNIVERSITY'S authorized agent to cancel or reschedule. If the Instruction/Activity/Service is canceled as provided herein, the COLLEGE/UNIVERSITY shall be entitled to payment calculated according to paragraph VII. If the Instruction/Activity/Service is rescheduled as provided herein, payment shall be according to this paragraph IV

B. Terms of Payment. The COLLEGE/UNIVERSITY will send an invoice for the Instruction/Activity/Service performed. The PURCHASER will pay within 30 days of receiving the invoice. Please send payment to:

V AUTHORIZED AGENTS FOR THE PURPOSES OF THIS CONTRACT.

A. PURCHASER'S authorized agent: Robin Cole

B. COLLEGE/UNIVERSITY'S authorized agent: Jason Spaeth

VI. TERM OF CONTRACT

A. Effective date: January 1, 2014

B. End date: December 31, 2019 or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.

VII. CANCELLATION. This contract may be canceled by the PURCHASER or the COLLEGE/UNIVERSITY at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the COLLEGE/UNIVERSITY shall be entitled to payment, determined on a pro rata basis, for work or Instruction/Activity/Service satisfactorily performed.

VIII. ASSIGNMENT. Neither the PURCHASER nor the COLLEGE/UNIVERSITY shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.

IX. LIABILITY. PURCHASER agrees to indemnify and save and hold the COLLEGE/UNIVERSITY its representatives and employees harmless from any and all claims or causes of action arising from the performance of this contract by the PURCHASER or the PURCHASER'S agents or employees. This clause shall not be construed to bar any legal remedies the PURCHASER may have for the COLLEGE/UNIVERSITY'S failure to fulfill its obligations pursuant to this contract.

X. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE. The PURCHASER agrees that in fulfilling the duties of this contract, the PURCHASER is responsible for complying with the applicable provisions of the Americans with Disabilities Act, 42 U.S.C. Section 12101, et seq. and regulations promulgated pursuant to it. The COLLEGE/UNIVERSITY IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

XI. AMENDMENTS. Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract or their successors in office.

XII. GOVERNMENT DATA PRACTICES ACT. The PURCHASER must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the COLLEGE/UNIVERSITY in accordance with this contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the PURCHASER in accordance with this contract. The civil remedies of Minnesota Statutes Section 13.08, apply to the release of the data referred to in this Article by either the

PURCHASER or the COLLEGE/UNIVERSITY.

In the event the PURCHASER receives a request to release the data referred to in this Article, the PURCHASER must immediately notify the COLLEGE/UNIVERSITY. The COLLEGE/UNIVERSITY will give the PURCHASER instructions concerning the release of the data to the requesting party before the data is released.

- XIII. RIGHTS IN ORIGINAL MATERIALS. The COLLEGE/UNIVERSITY shall own all rights, including all intellectual property rights, in all original materials, including any curriculum materials, inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically or magnetically recorded materials, and other work in whatever form, developed by the COLLEGE/UNIVERSITY and its employees individually or jointly with others or any subPURCHASER in the performance of its obligations under this contract. This provision shall not apply to the following materials:
- XIV. JURISDICTION AND VENUE. This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County Minnesota.
- XV. OTHER PROVISIONS.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

1. PURCHASER:

PURCHASER certifies that the appropriate person(s) have executed the contract on behalf of PURCHASER as required by applicable articles, by-laws, resolutions, or ordinances

By (authorized signature)

Title

Date

By (authorized signature)

Title

Date

2. MINNESOTA STATE COLLEGES AND UNIVERSITIES
PINE TECHNICAL COLLEGE

By (authorized college/university signature)

Title

Date