

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, September 3, 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 August 20, 2013 board meeting and Summary for publication.
- F) Minutes of Boards, Committees and Correspondence
 - East Central Regional Library Board Minutes – June 10, 2013
 - Pine County Land Surveyor Monthly Report – August 2013
 - Pine County Soil & Water Conservation District Board Minutes – August 1, 2013
- G) Approve Consent Agenda

CONSENT AGENDA

1. **August, 2013 Disbursements**
Disbursements Journal Report, August 1, 2013 – August 31, 2013
2. **Application for Abatement:**
Consider:
Daniel Hertz, 56501 Croix Lane E, Pine City, PID 43.5044.000 & 43.5045.000, pay 2011, 2012, 2013.
3. **Application for Exempt Permit**
Consider Application for Exempt Permit for Pine Technical College Foundation to conduct Minnesota lawful gambling on November 22, 2013 at the NW Company Fur Post, 12551 Voyager Lane, Pine City (Pine City Twp.).

4. **Resolutions for Repurchase of Tax Forfeited Land**
 - A. Consider Resolution 2013-39 for Repurchase of Tax Forfeited Land in Full, Wells Fargo Bank, National Association, as Trustee for the Pooling and Servicing Agreement dated as of August 1, 2005 Morgan Stanley ABS Capital 1 Inc. Trust 2005-HE4 Mortgage Pass-Through Certificates, Series 2005-HE4, PID 28.5558.000 and authorize Board Chair and County Auditor to sign.
 - B. Consider Resolution 2013-40 for Repurchase of Tax Forfeited Land With a 10 Year Contract for Donald and Coral Hischer, PID 46.5080.000 and authorize Board Chair and County Auditor to sign.

5. **New Hires**
 - A. Authorize hiring of Highway Maintenance Worker Darren Gibson, effective September 4, 2013, pending completion of pre-employment screenings, \$14.14 per hour, B-23.
 - B. Authorize hiring of Highway Maintenance Worker Brandon Summerland, effective September 4, 2013, pending completion of pre-employment screenings, \$14.14 per hour, B-23.
 - C. Authorize hiring of Deputy Sheriff Garret Munson, effective September 8, 2013, \$20.27 per hour, C-42, step 1. This position is a backfill position due to Deputy Sheriff Motyl on active military duty for the next year with the condition of the 33rd deputy remaining within 2014 PCSO budget.
 - D. Authorize hiring of a qualified candidate to fill the vacant Registered Nurse position caused by Christina Blaiser's resignation, backfill of this position was authorized by the Board on August 20, 2013. The proposed name, salary and start date for this position will be provided to the Board at the board meeting, or sooner, if possible.
 - E. Authorize hiring of two (2) qualified candidates to fill the two new Social Worker positions as authorized by the Board on August 20, 2013. The proposed names, salaries and start dates for these positions will be provided to the Board at the board meeting, or sooner, if possible.

6. **Training**
 - A. Consider Land Services Director Kelly Schroeder to attend the "A Practical Guide to Variances in Shorelands & Floodplains" seminar presented by GTS Educational Events, October 16, 2013 in Little Falls. Course cost: \$70. Funds are available within the 2013 Zoning budget.
 - B. Consider Land Services Director Kelly Schroeder to attend the Minnesota Association of Minnesota Assessors Fall Conference September 22-24, 2013 in Rochester. Registration: \$230, hotel, \$99 per night plus tax (x2) , and mileage. All expenses are within the 2013 Assessor budget.

REGULAR AGENDA

1. **Resource Training and Solutions – insurance pools**
Presentation by Dan Weir, Insurance/Risk Management Consultant.

2. **Public Hearing**
Public Hearing for Sturgeon Lake Golf Course for combination On and Off sale and Sunday liquor license.

3. Local Bridge Replacement Program Grant Agreement

Approve Resolution 2013-37 and Local Bridge Replacement Program Grant Agreement and authorize Board Chair and County Administrator to sign. This \$127,425 grant provides funds for construction of County Bridge No. 58J30 over South Fork Grindstone River.

4. County Veterans Service Office Enhancement Grant

Approve Resolution 2013-38 and County Veterans Service Office Enhancement Grant and authorize Board Chair and County Administrator to sign. This \$10,000 grant will be used for CVSO training, automation equipment, outreach and marketing, veterans transportation and other services.

5. 2013 State of Minnesota Federal Boating Supplemental Equipment Grant Agreement

Approve the 2013 State of Minnesota Federal Boating Supplemental Equipment Grant Agreement in the amount of \$280 and authorize Board Chair and County Administrator to sign. No match required. The grant will be used to buy two rescue poles and four carabiners.

6. Communications Facility Use Agreement

Approve the State of Minnesota Communications Facility Use Agreement between MnDOT and Pine County and authorize Board Chair and County Administrator to sign. This Agreement allows Pine County to place new paging equipment on the radio tower in Duxbury. Cost to Pine County per year: \$300.

7. Leave Status – Chuck Moon

Consider extension of leave status for Deputy Sheriff Chuck Moon.

8. Levy

Discussion of 2014 preliminary levy.

9. Commissioner Updates

10. Other

11. Upcoming Meetings

- a. **Pine County Board Meeting, Tuesday, September 3, 2013, 1:00 p.m.**, Public Health Building, Sandstone, Minnesota.
- b. **Facilities Committee Meeting, September 4, 2013, 9:00 a.m.**, Commissioner Conference Room, Courthouse, Pine City, Minnesota.
- c. **Personnel Committee Meeting, September 10, 2013, 9:00 a.m.**, Commissioner Conference Room, Courthouse, Pine City, Minnesota.
- d. **Technology Meeting, Tuesday, September 17, 2013, 9:00 a.m.**, Commissioner Conference Room, Courthouse, Pine City, Minnesota.
- e. **Pine County Board Meeting, Tuesday, September 17, 2013, 10:00 a.m.**, Board Room, Pine County Courthouse, Pine City, Minnesota.
- f. **Pine County Health and Human Services Meetings, Tuesday, September 17, 2013, to commence after Pine County Board Meeting**, Boardroom, Pine County Courthouse, Pine City, Minnesota.

g. **NLX meeting, Wednesday, September 25, 2013, 9:30 a.m.**, Boardroom, Courthouse,
Pine City, Minnesota.

12. Closed Session – Labor Negotiation Strategy Pursuant to MS §13D.03, Subd 1(b)

13. Adjourn

MINUTES OF PINE COUNTY BOARD MEETING
Regular Meeting

Tuesday, August 20, 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 called for public comment. Patrice DeGray stated her opposition to the NLX.

Chair Hallan requested the following revisions to the Agenda:

Consent:

Additional information #6.A.1 & 6.A.2: identification of personnel

Add #7: Application for Exempt Permit for Brook Park Fire Department Relief Association to conduct lawful gambling

Regular:

Add 4A: Preliminary Property Tax Levy

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

Commissioner Chaffee moved to approve the Minutes of the July 30, 2013 Special meeting – Wheelage Tax meeting. Second by Commissioner Rossow. Motion carried 4-0.

Commissioner Pangerl moved to approve the Minutes of the August 6, 2013 Committee of the Whole/Budget Committee meeting. Second by Commissioner Chaffee. Motion carried 4-0.

Commissioner Rossow moved to approve the Minutes of the August 6, 2013 board meeting and Summary for publication. Second by Commissioner Pangerl. Motion carried 4-0.

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

Commissioner Chaffee moved to approve the amended Consent Agenda. Second by Commissioner Pangerl. 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 July, 2013 Cash Balance

Approve:

Fund	July 31, 2012	July 31, 2013	Increase(Decrease)
General Fund	\$1,461,226	\$2,143,061	\$681,835
Health and Human Services Fund	\$1,914,321	\$1,425,550	(\$488,771)

Fund			
Road and Bridge Fund	\$7,916,025	\$7,901,318	(\$14,707)
Land Management Fund	\$1,130,256	\$1,524,927	\$394,671
TOTAL (inc non-major funds)	13,659,792	\$13,882,657	(\$222,864)

2. **Applications for Abatement:**

Approve: Thomas Barnes, 18210 Creekside Ct, Pine City, PID 28.5721.000, pay 2013.

3. **Donation**

A. Accept \$1,000 donation from Pine County Agricultural Society and designate to the Pine County Sheriff's Office Volunteer Posse program; to be used to help offset expense of the volunteer posse program.

B. Accept \$1,000 donation from Lake State Federal Credit Union; to be used to help offset the expense of the electronic investigative equipment.

4. **Premises Permit**

A. Approve Premises Permit Application for Hanson/Anderson American Legion Post 361 to conduct Minnesota lawful gambling at Sturgeon Lake Golf Course, 86333 Rosewood Lane, Sturgeon Lake (Sturgeon Lake Township).

B. Approve Premises Permit Application for Hinckley Lions to conduct Minnesota lawful gambling at Tank's Tavern, 39109 State Hwy. 48, Hinckley (Arlone Township).

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

A. Approve Resolution 2013-35 for Repurchase of Tax Forfeited Land in full, Richard A. Taylor and Jill A. Taylor, PID 09.5769.000 and authorize Board Chair and County Auditor to sign.

B. Approve Resolution 2013-36 for Repurchase of Tax Forfeited Land in full, Brian Scanlan, PID 25.0285.001 and authorize Board Chair and County Auditor to sign.

6. **New Hires**

A.1. Approve the hiring of Office Support Specialist Jessica Steffen, effective September 9, 2013, pending completion of pre-employment screenings, \$12.44 per hour, step 1, A-13.

A.2. Approve the hiring of Office Support Specialist Leslie Pavek, effective August 26, 2013, pending completion of pre-employment screenings, \$12.44 per hour, step 1, A-13.

B. Approve the hiring of registered nurse Beth Lyon, effective September 4, 2013, pending completion of pre-employment screenings, \$19.25 per hour, step 1, C42.

7. **Application for Exemption Permit for Brook Park Fire Department**

Approve Application for Exempt Permit for the Brook Park Fire Department Relief Association to conduct Minnesota lawful gambling on September 21, 2013 at Wings North Hunt Club, 19379 Homestead Rd., Pine City, MN (Pokegama Twp).

REGULAR AGENDA

1. **Personnel Committee**

The Personnel Committee met August 13, 2013 and made the following recommendations:

Auditor/Treasurer

A. Approve re-grade of Chief Deputy County Auditor/Treasurer Paul Johnson position to C51, \$22.34 - \$31.88. No performance increase at this time, to be revisited on Johnson's anniversary date.

B. Approve appointment of County Forester Greg Beck as Land Commissioner.

Sheriff

A. Approve/acknowledge unpaid military leave for Deputy Zach Motyl.

B. Approve backfill deputy to replace Deputy Motyl who will be on active military duty for the next year with the condition of the 33rd deputy remaining within 2014 PCSO budget.

HHS

A. Approve the extension of the temporary Child Support Officer Anne Holmes (B24 \$18.80) position until the permanent CSO position is filled.

B. Accept withdrawal of resignation by Amber Stumne, RN.

C. Accept resignation of Christina Blaiser, RN effective September 6, 2013 and authorize to back fill registered nurse position, C42 \$19.25 - \$26.45/hr.

Administrator

A. Approve 3% wage increase (\$52,660.19) for IT Supervisor Lisa Blowers, effective August 20, 2013.

B. Approve re-grade of Land Services Director position to E81 \$28.95 - \$40.77, and establish Kelly Schroeder's salary at \$70,678/year, both effective May 21, 2013 (date of position appointment).

C. Approve amendment to employment contract with County Administrator David Minke to increase the severance allowance from three months to six months.

Other items are for informational purposes only.

Commissioner Rossow provided an overview of the personnel committee meeting with the following comments:

- i. A performance increase was not given to Chief Deputy Auditor/Treasurer Paul Johnson due to the revisiting of his salary on his March, 2014 anniversary date;
- ii. There is no increase in salary to Greg Beck with his appointment as Land Commissioner;
- iii. The hiring of the backfill deputy due to Deputy Motyl's military leave is not to increase the number of deputies in the sheriff's office—the position must be within the 2014 budget. Commissioner Chaffee confirmed the backfill position will be eliminated by attrition with the return of Deputy Motyl.
- iv. The County Administrator's increase in severance pay is standard procedure. Rossow confirmed that a severance payment will not be paid if the Administrator leaves the county voluntarily or if the county terminates the Administrator's employment for just cause.
- v. The establishment of the Land Services Director's salary is a three percent increase.

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

2. Off Highway Vehicle Safety Grant

Sheriff Robin Cole explained the Off Highway Vehicle Safety grant in the amount of \$9,323 is a 2-year grant (2014-2015) which requires no county match. The grant has been amended this year to allow the purchase of equipment; historically it has been used for personnel overtime. The grant will be used to purchase equipment.

Motion by Commissioner Rossow to approve the 2014-2015 Off Highway Vehicle Safety Grant in the amount of \$9,323. Second by Commissioner Chaffee. Motion carried 4-0.

3. Award Bid for Contract #1305

County Engineer Mark LeBrun stated bid opening for Contract #1305 occurred August 19, 2013 and recommended the contract be awarded to the low responsible bidder, Midwest Contracting, LLC. Contract #1305 includes:

SAP 058-617-018, located on CSAH 17 over South Fork Grindstone River

SAP 058-599-040, located on South Fork road over South Fork Grindstone River

SAP 058-599-041, located on Cross Park Road over East Pokegama Creek

The Midwest Contracting, LLC bid came in 3% over the engineer's estimate.

Motion by Commissioner Chaffee to award the bid for Contract #1305 to Midwest Contracting, LLC in the amount of \$489,828. Second by Commissioner Rossow. Motion carried 4-0.

4. Local Fix-Up Grant

Land Services Director Kelly Schroeder explained Pine County was awarded a grant in 2012 in the amount of \$20,902 to complete septic system upgrades in the watershed areas of the Upper St. Croix, Lower St. Croix, Snake and Kettle Rivers. It was intended these funds would be administrated in a cooperative effort with Lakes and Pines, CAC. It is necessary for the county to enter into a contract with Lakes and Pines in order to allow Lakes and Pines to administer the grant.

Motion by Commissioner Rossow to approve the Contract Agreement for Administration of the Local Septic Fix Up Fund between Pine County, Minnesota and Lakes and Pines C.A.C., Inc. of Mora, Minnesota. Second by Commissioner Pangerl. Motion carried 4-0.

4A. Levy

The board agreed to consider the preliminary levy at the regular board meeting September 3, 2013.

Chair Hallan called a five minute recess at 10:39 a.m.

The board reconvened at 10:50 a.m.

5. Closed Session – Reimbursement Claim, Property Damage of Dawn Christen

Motion by Commissioner Pangerl to close the meeting to consider the claim of Dawn Christen. Second by Commissioner Rossow. Motion carried 4-0.

Present at the closed meeting were Commissioners Pangerl, Chaffee and Rossow; County Attorney John Carlson; Sheriff Robin Cole; and County Administrator David Minke.

Motion by Commissioner Pangerl to open the meeting. Second by Commissioner Rossow. Motion carried 4-0.

The County Attorney explained that under Article 1 Section 13 of the Minnesota Constitution, the county was liable for property damaged caused to an innocent third party if the sheriff's department is acting to arrest a felony suspect, which the department was doing in this case.

Motion by Commissioner Chaffee to approve payment of the claim of Dawn Christen in the amount of \$841.65. Second by Commissioner Rossow. Motion carried 4-0.

6. Commissioner Updates

None.

7. Other

A video from the Henry J. Kaiser Family Foundation describing the impact of the Affordable Care Act (Obama Care) was shown.

8. Upcoming Meetings

- 1. Technology Meeting, Tuesday, August 20, 2013, 9:00 a.m.,** Commissioner Conference Room, Courthouse, Pine City, Minnesota.
- 2. Pine County Board Meeting, Tuesday, August 20, 2013, 10:00 a.m.,** Board Room, Pine County Courthouse, Pine City, Minnesota.
- 3. Pine County Health and Human Services Meetings, Tuesday, August 20, 2013, to commence after Pine County Board Meeting,** Boardroom, Pine County Courthouse, Pine City, Minnesota.
- 4. NLX meeting, Wednesday, August 28, 2013, 9:30 a.m.,** Boardroom, Courthouse, Pine City, Minnesota.
- 5. Pine County Board Meeting, Tuesday, September 3, 2013, 1:00 p.m.,** Public Health Building, Sandstone, Minnesota.
- 6. Facilities Committee Meeting, September 4, 2013, 9:00 a.m.,** Commissioner Conference Room, Courthouse, Pine City, Minnesota.
- 7. Personnel Committee Meeting, September 10, 2013, 9:00 a.m.,** Commissioner Conference Room, Courthouse, Pine City, Minnesota.

9. Adjourn

With no further business, Chair Hallan adjourned the county board meeting at 11:16 a.m. The next regular meeting of the county board is scheduled for September 3, 2013 at 1:00 p.m. at the Public Health Building, Sandstone, Minnesota.

Stephen M. Hallan, Chair
Board of Commissioners

David J. Minke, Administrator
Clerk to County Board

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

**Tuesday, August 20, 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 called for public comment. Patrice DeGray stated her opposition to the NLX.

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

Commissioner Chaffee moved to approve the Minutes of the July 30, 2013 Special meeting. Second by Commissioner Rossow. Motion carried 4-0.

Commissioner Pangerl moved to approve the Minutes of the August 6, 2013 Committee of the Whole/Budget Committee meeting. Second by Commissioner Chaffee. Motion carried 4-0.

Commissioner Rossow moved to approve the Minutes of the August 6, 2013 board meeting and Summary for publication. Second by Commissioner Pangerl. Motion carried 4-0.

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

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

Approve:

Fund	July 31, 2012	July 31, 2013	Increase(Decrease)
General Fund	\$1,461,226	\$2,143,061	\$681,835
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Land Management Fund	\$1,130,256	\$1,524,927	\$394,671
TOTAL (inc non-major funds)	13,659,792	\$13,882,657	(\$222,864)

Approve Application for Abatement: Thomas Barnes, 18210 Creekside Ct, Pine City.

Accept \$1,000 donation from Pine County Agricultural Society and designate to the Pine County Sheriff's Office Volunteer Posse program; to be used to help offset expense of the volunteer posse program.

Accept \$1,000 donation from Lake State Federal Credit Union; to be used to help offset the expense of the electronic investigative equipment.

Approve Premises Permit Application for Hanson/Anderson American Legion Post 361 to conduct Minnesota lawful gambling at Sturgeon Lake Golf Course, 86333 Rosewood Lane, Sturgeon Lake.

Approve Premises Permit Application for Hinckley Lions to conduct Minnesota lawful gambling at Tank's Tavern, 39109 State Hwy. 48, Hinckley.

Approve Resolution 2013-35 for Repurchase of Tax Forfeited Land in full, Richard A. Taylor and Jill A. Taylor.

Approve Resolution 2013-36 for Repurchase of Tax Forfeited Land in full, Brian Scanlan.

Approve the hiring of Office Support Specialist Jessica Steffen, effective September 9, 2013, \$12.44 per hour, step 1, A-13.

Approve the hiring of Office Support Specialist Leslie Pavek, effective August 26, 2013, \$12.44 per hour, step 1, A-13.

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REGULAR AGENDA

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Auditor/Treasurer

- A. Approve re-grade of Chief Deputy County Auditor/Treasurer Paul Johnson position to C51, \$22.34 - \$31.88. No performance increase at this time, to be revisited on Johnson's anniversary date.
- B. Approve appointment of County Forester Greg Beck as Land Commissioner.

Sheriff

- A. Approve/acknowledge unpaid military leave for Deputy Zach Motyl.
- B. Approve backfill deputy to replace Deputy Motyl.

HHS

- A. Approve the extension of temporary, part-time Child Support Officer Anne Holmes until the permanent CSO position is filled.
- B. Accept withdrawal of resignation by Amber Stumne, RN.
- C. Accept resignation of Christina Blaiser, RN effective September 6, 2013 and authorize to back fill registered nurse position, C42 \$19.25 - \$26.45/hr.

Administrator

- A. Approve 3% wage increase (\$52,660.19) for IT Supervisor Lisa Blowers, effective August 20, 2013.
- B. Approve re-grade of Land Services Director position to E81 \$28.95 - \$40.77, and establish Kelly Schroeder's salary at \$70,678/year, both effective May 21, 2013.
- C. Approve amendment to employment contract with County Administrator David Minke to increase the severance allowance from three months to six months.

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

Motion by Commissioner Rossow to approve the 2014-2015 Off Highway Vehicle Safety Grant in the amount of \$9,323. Second by Commissioner Chaffee. Motion carried 4-0.

Motion by Commissioner Chaffee to award the bid for Contract #1305 to Midwest Contracting, LLC in the amount of \$489,828. Second by Commissioner Rossow. Motion carried 4-0.

Motion by Commissioner Rossow to approve the Contract Agreement for Administration of the Local Septic Fix Up Fund between Pine County, Minnesota and Lakes and Pines C.A.C., Inc. of Mora, Minnesota. Second by Commissioner Pangerl. Motion carried 4-0.

The board agreed to consider the preliminary levy at the regular board meeting September 3, 2013.

Chair Hallan called a five minute recess at 10:39 a.m.

The board reconvened at 10:50 a.m.

Motion by Commissioner Pangerl to close the meeting to consider the claim of Dawn Christen. Second by Commissioner Rossow. Motion carried 4-0. Present at the closed meeting were Commissioners Pangerl, Chaffee and Rossow; County Attorney John Carlson; Sheriff Robin Cole; and County Administrator David Minke.

Motion by Commissioner Pangerl to open the meeting. Second by Commissioner Rossow. Motion carried 4-0.

The County Attorney explained that under Article 1 Section 13 of the Minnesota Constitution, the county was liable for property damaged caused to an innocent third party if the sheriff's department is acting to arrest a felony suspect, which the department was doing in this case.

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Stephen M. Hallan, Chair
Board of Commissioners

David J. Minke, Administrator
Clerk to County Board

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

ECRL Library Board Minutes

Date: Monday, June 10, 2013

Time: 9:30 am

Place: Princeton Area Library

Present: Anderson, Gene (Kanabec); Goddard, Carol (Pine); Henderson, Ray (Chisago); Kramersmeier, Charlotte (Mille Lacs); Lee, Karen (Isanti); 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 (Assistant Director, ECRL) Anderson, Shelly (Admin Serv Mgr, ECRL); Robin Suhsen (Princeton Branch Librarian)

Call to Order:

Vice-president Raisanen called the June 2013 meeting of the East Central Regional Library to order at 9:42 a.m.

Pledge of Allegiance & Introductions:

Princeton Branch Librarian Robin Suhsen was introduced. Suhsen introduced the following members of PALS/Friends: Kathy Hegg (Friends); Janice Gerth (Friends); Myrtle Slovik (Friends); Marilyn Heacock (Friends); Elaine Fink (Friends); Pat Dunham (PALS). Suhsen explained the difference between the two organizations.

Adopt/Amend Agenda:

Misselt: Add under new business 'July Bills' and 'Replacement of lost check'.

M/S/P: unanimous

Kramersmeier/Misiura to adopt agenda as amended.

Period for Public comment

None

Approval of Previous Minutes

M/S/P: unanimous

Swanson/Niemi to approve minutes as presented.

Bills:

M/S/P: unanimous

Misiura/Suaer, motion to approve May 2013 bills.

Financial Reports:

M/S/P: unanimous

Misiura/Goddard to accept the May 2013 financial report as presented.

ECRL Administrative Reports**A. Director's Organizational Report**

Misselt noted that with the financial reports we are at 42% of the year. We are currently underspent in some areas but mostly where there are once per year purchases. Regarding the budget, we've received a 14% increase in health insurance premiums for the next renewal period beginning in October and we expect at least 5% in other areas. Branch Librarians were asked for their budget priorities. Circulation numbers of physical materials have been decreasing. We are listening to the public for their priorities in purchasing. Currently eBook circulation is 5% of our total. We are undergoing an extensive weeding project and working with the Branch Librarians on displays and ways to market their collection as well as analyzing reports.

Zaudtke: Have we considered floating the collection?

Misselt & Suhsen – Branch Librarians approved a limited trial of a floating collection beginning in 2014 after weeding project is complete.

Misselt: we have a Zinio demonstration on June 20 and have been involved in many training opportunities recently including HR training and training on health insurance and the Affordable Care Act.

Raisanen: What is the timeline on the budget?

Misselt: Comes to the ECRL Board in August. Draft budget to the finance committee on July 8. Counties receive afterward and their preliminary levy is set by first part of September. Budget committee is comprised of Commissioners and Treasurer plus potentially one more citizen if the Board so chooses.

Niemi: 14% increase in insurance? Have we had such a large increase before?

Misselt: Max increase allowed. \$49,000 sits in assigned account for health insurance settlement which could be used to offset. Haven't looked at other carriers in 7-8 years

B. Branch Highlights

Lydon reported working on several grant projects including a Blandin Grant for digital training in Mille Lacs County and a federal RUS-DLT grant in partnership with ECMECC for distance learning equipment in several branches. Have an abundance of open positions and will be working to fill those most of the summer. Branch Librarians' meeting included a discussion with Isanti County Chief Deputy Chris Caulk, Cambridge Police Chief Tim Dwyer and Sgt. Shawn Machin regarding security and safety. Branches are working on severe weather plans. A proposal for panic buttons will be brought to the Board at a subsequent meeting.

Other Reports

A. Personnel Committee

Goddard reported the committee discussed evaluations, job descriptions and security regarding panic buttons.

Kramersmeier/Lee to approve the job description for the mascot wearer and send to Nystuen for classification

M/S/P: unanimous

Misiura/Goddard to approve the revised job description for Finance & Administration Manager and send to Nystuen for classification.

M/S/P: unanimous

Sauer/Lee to approve the revised job description for Delivery Services Coordinator.

M/S/P: unanimous

B. CMLE

Reynolds reported that CMLE is sunsetting ILL service. Electronic resources appear to be more important than books and demand is decreasing. Office hours have changed. Strategic plan is aid to schools.

Q: Do we need to continue to participate with CMLE?

Misselt: We are statutorily required to participate.

Old Business

- A. Vehicle Disposition – Sold for \$2,500. Question about whether to put in sale of property or encumber for vehicles. Niemi suggested maybe maintenance account.

Misselt: Auditor says the less we assign funds the better. Suggests account for sale of property.

M/S/P: opposed Zaudtke

Henderson/Lee to assign funds to "sale of property."

New Business

A. Step increases for 2013

Zaudtke motions to table. Withdrawn.

Misselt: this is in the 2013 budget which happens first pay period after 7/1/13.

Raisanen: Already budgeted, correct? Misselt: Yes.

Niemi/Sauer to approve step increases.

M/S/P: unanimous

B. RLBS application for 2014

M/S/P: unanimous

Niemi/Warring, apply for RLBS

C. Legacy funds application for 2014

M/S/P: unanimous

Kramersmeier/Misuira, apply for Legacy Funds.

Misselt: Legislature changed formula and payment schedule and we will be getting regular payments for FY 2014 as specified in statute. Thus far, we are able to fund what branches have requested and the Legacy Committee has approved.

Kramersmeier: What happened with the Legislature?

Misselt: Allocated \$3 million for libraries

Goddard reminded Board that evaluations are done after every program. Sauer expressed concern that Pine City wouldn't receive appropriate programming without a branch librarian. Zaudtke expressed the opinion that we don't do enough of what they expect us to do. We shouldn't do arts as it stomps on other organizations turf. Should only do literary programs.

D. Replace lost check

Employee found payroll check from 2008, approximately \$209. Check was not cashed. Employee is asking for reimbursement of this check. Anderson/Misselt recommend replacement. Anderson: Check was outstanding for approximately one year. It was found in the back room at Mora.

M/S/P: unanimous

Misiura/Henderson to replace check.

E. July Bills

M/S/P: unanimous

Misuria/Kramersmeier to approve July bills

Trustee Issues

A. 2013 Legislative Session

Misselt: Legacy was already discussed on this agenda. RLBSS and Legacy language changed from grant to aid. Everything else stayed the same.

B. Other

HQ move: Isanti – cost of new construction too great. Would be almost double the current rent. Hwy 95 building – garage space unknown. Adequate office space. Building in North Branch is for sale. MO Bank (previously considered) is now a mortuary. Ace Hardware building (previously considered) has now been sold and is occupied.

Lee: Possible that office space at former Anytime Fitness building and garage at Cambridge Library. Needs assessment coming for Cambridge, may include information regarding Headquarters inclusion in new construction. Misselt will continue to update.

Finance Committee – Kramersmeier suggests addition of the vice-president to committee. Meeting is July 8 at ECRL Headquarters in Cambridge.

Next meeting Monday, August 12 at 9:30 a.m. at ECRL Headquarters in Cambridge

M/S/P: unanimous

Kramersmeier/Misuiira to adjourn

Wayne Zaudtke, Secretary
Carla Lydon, Recorder



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

Page 1 of 2 pages

August 2013

CSAH 25, T42N R16W Section 29, GPS the centerline of current CSAH 25 and previous centerline of the roadbed, create drawing and legal descriptions for County Right of Way Department, update files.

Cross Park Road, T40N R21W Sections 7 and 8, research records, compute corner search areas, set GPS control, search for, set, tie out and GPS PLSS corners, update files.

CSAH 5, T38N R22W, set GPS control, search for, set, tie out and GPS PLSS corners, update files.

CSAH 22 T43N R18W Sections 28 and 33, research records, compute corner search areas, search for, set, tie out and GPS PLSS corners, GPS GLO topography calls, set GPS control, update files.

CSAH 32 T43N R18W, research records, compute corner search areas, search for, set, tie out and GPS PLSS corners, GPS GLO topography calls, set GPS control, update files.

T43N R17W and R18W township line, research records, compute corner search areas, search for, set, tie out and GPS PLSS corners, GPS GLO topography calls, set GPS control, update files.

T43N R16W Sections 24 and 25, research records, compute corner search areas, search for, set, tie out and GPS PLSS corners, GPS GLO topography calls, locate previous GPS control, update files.

Pine County Land Surveyor Monthly Report

Page 2 of 2 pages

August 2013

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.

A handwritten signature in black ink, appearing to read "R. T. Mathews". The signature is stylized with a large, sweeping initial "R" and a long horizontal line extending to the right.

Robin T. Mathews, Pine County Surveyor

The Pine County Soil and Water Conservation District Board of Supervisors held their monthly meeting on Thursday, August 1, 2013.

Members Present:

Doug Odegard
Skip Thomson
Tom Swaim
Jerry Telker

Others Present:

Jill Carlier, District Manager
Sam Martin, Water Management Specialist
Robin Poppe, Wetland Specialist
Julie Salmon, NRCS DC

Members Absent: Joe Luedtke

CALL TO ORDER: Thomson called the meeting to order at 4:00 p.m.

PUBLIC COMMENT: Don Slama Sr. talked about Spotted Napweed and Japanese Napweed.

APPROVAL OF AGENDA:

Motion by Telker, seconded by Odegard to approve the agenda with additions.

Motion carried

JULY MINUTES:

Motion by Swaim, seconded by Telker, to approve the July minutes.

Motion carried

FINANCIAL STATEMENTS AND PAYMENTS OF BILLS FOR JULY:

Motion by Telker, seconded by Odegard to approve the July financials and payment of bills including a \$5,000 and a \$10,000 transfer.

Motion carried

STAFF/SUPERVISOR REPORTS:

Telker entered the meeting

Wetlands & Grants:

- Twin Cities to Twin Ports Trail Replacement Plan: Project is key component of MN statewide trail system. The replacement plan addresses sequencing requirements. The TEP recommends approval of the replacement plan.

Motion by Odegard, seconded by Swaim to approve the replacement plan for the Twin Cities to Twin Ports Trail.

Motion carried.

- Golf Course Rd: TEP reviewed wetland delineation. TEP recommends the delineation be approved. Motion by Odegard, seconded by Telker to approve the delineation for Golf Course Rd.

Motion carried.

Grants: Poppe and Martin met with BWSR staff about Clean Water Fund grants. They will also be meeting with NRCS about partnering on projects with them.

Poppe left the meeting

Water Management:

- Martin stated the planting workshop for the Robinson Park Clean Water Grant will be held on August 14th.
- Martin attended the Rock/Rush/Goose Creek TMDL stakeholder meeting.

Forestry:

- Not able to attend the meeting.

East Central Forest Landscape:

- John O'Reilly is working on applying for grant money to meet with landowners to discuss forestry.

TSA III

- No meeting this month.

RC&D Onanaegozie:

- Thomson attended the meeting. Group discussed dissolving, and possibly splitting the remaining funds among the SWCD's.

Snake River Citizen Advisory Committee:

- The meeting was not well attended. Group discussed not having meetings when there are no decisions to make.

Legislative/Exploratory/Personnel/Policy

- No meeting.

Budget:

- Committee met with 2 commissioners and the County Administrator to discuss our funding for 2014.

Trees/Envirothon:

- Nothing at this time.

Newsletter:

- Articles will be due by Aug 10th.

DISTRICT CONSERVATIONIST REPORT:

Salmon stated there were a couple of emergency EQIP signups. There has been some interest in cover crops. Salmon attended an Area III meeting where they discussed the area office closure. Salmon and Carlier set up the fair booth. There are samples of grasses/cover crops at the fair booth for people to see.

FLOOD RELIEF GRANT UPDATE:

No new updates this month.

CROSS LAKE WATER QUALITY CONCERNS:

Carlier stated there are no new updates this month.

OUTSTANDING CONSERVATIONIST:

Carlier stated that Ron Kryzer was approved as our Outstanding Conservationist last month. However when we contacted him, he declined to accept the award. Carlier presented a new list of candidates. Motion by Telker, seconded by Odegard to name Abe Mach of Sturgeon Lake as our Outstanding Conservatonist.

Motion carried.

Salmon and Martin left the meeting.

STATE COST SHARE:

Nothing this month.

CLEAN WATER GRANT:

Nothing this month.

AREA III ANNUAL MEETING:

Discussion was held about sending people to the Area III Annual Meeting in Carlton County on September 19-20th.

Motion by Swaim, seconded by Telker to approved sending up to 3 people to the Area III Annual Meeting.

Motion carried.

PLATBOOK UPDATE:

Carlier stated we have been getting quite a few phone calls from publishing companies about the next platbook. We are at the 2-year mark for the current platbook. Carlier is considering dropping the price on the book in order to sell more books before starting the next book in a year or two. Discussion continued. Motion by Telker, seconded by Swaim to approve dropping the price of the platbook to \$50 effective December 1, 2013.

Motion carried.

MISC ITEMS:

Nothing this month.

NEXT MEETING DATE & TIME:

The next district board meeting will be held on Thursday, September 5, 2013 at **4:00 p.m.**

ADJOURNMENT:

The meeting adjourned at 4:55 p.m.

Respectfully submitted,

Joe Luedtke, Secretary



AGENDA

Thursday September 5, 2013

4:00 p.m.

1. **Call to Order**
2. **Public Comment Period** – 2 minutes per person
3. **Approval of Agenda**
4. **Approval of August Minutes**
5. **Approve August Financial Statements & Payments of Bills**
7. **Staff/Supervisor Reports**
 - Wetlands & Grants, Water Management, Forestry, East Central Forest Landscape, TSA III, RC&D, Snake River CAC, Legislative, Exploratory, Personnel, Policy, Budget, Trees, Envirothon, Newsletter
8. **District Conservationist Report**
9. **Old Business**
 - Flood Relief Grant Update
 - Cross Lake Water Quality Concerns
 - Area III Annual Meeting
10. **New Business**
 - State Cost-Share
 - Clean Water Grants
 - Tree Program Evaluation
 - 2014 DRAFT Budget
 - BWSR Academy
11. **Miscellaneous Items**
12. **Next Meeting Time and Date** – October 3, 2013, 4:00pm
13. **Adjourn**

Pine SWCD's Mission Statement:

Pine County Soil and Water Conservation District is an organization committed to preserving and protecting the soil and water resources of Pine County. We strive to make a difference; to cooperate with other agencies toward common goals, to help landowners understand conservation and implement practices that will protect and preserve our soil and water resources. Our goal is to educate the public on conservation principles and practices, while assisting in implementation of those practices.

PINE COUNTY REQUEST FOR BOARD ACTION

Requested Board Date: September 3, 2013	<u>Consent Agenda</u> <i>(Please Circle)</i> Regular Agenda Estimated Time: <i>(Please Circle)</i> _____ 10 Min. 15 Min. Time needed 30 Min. 45 Min. 1 hour
Department Requesting Action: <u>Auditor/Treasurer</u>	 Department Head Signature 8-28-13 Date

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

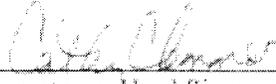


DISBURSEMENTS JOURNAL REPORT Specific Dates: 08/01/2013 - 08/31/2013

RECAP BY FUND	FUND	AMOUNT	NAME
	1	353,352.48	GENERAL REVENUE FUND
	13	1,066,842.86	ROAD & BRIDGE FUND
	22	1,927.46	LAND MANAGEMENT FUND
	38	3,464.40	BUILDING FUND
	76	273,366.74	GROWTH HEALTHEINS FUND 5/1/95 (GEN)
	80	15,721.45	COUNTY COLLECTIONS AGENCY FUND
	82	68,810.01	TAXES AND PENALTIES AGENCY FUND
	84	24,389.32	EAST CENTRAL DRUG TASK FORCE AGENCY F
		1,757,874.72	Total Disbursements

RECAP BY TYPE	TYPE	AMOUNT	NAME
	1	1,758,293.72	AMID
	3	379.00	MVC
		1,757,874.72	Total Disbursements

PINE COUNTY REQUEST FOR BOARD ACTION

Requested Board Date: September 3, 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 8-28-13 Date

<p>Item for Discussion:</p> <p><i>Application for Abatement</i> <i>Daniel Hertz, 56501 Croix Ln E, Pine City, PID 43.5044.000 & 43.5045.000, pay 2011, 2012, 2013</i></p> <p>Board Action Requested: (Attach additional pages if needed)</p> <p align="right">Supporting Documents: Attached None</p>

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

DATE: 8/13/13

For Taxes Levied In: 2010
And Payable In: 2011

Abatement # AB11--48B

Please Print Or Type

Applicants Name: <u>Daniel J Herz</u>	Applicants Mailing Address: <u>4635 Garfield Ave S Minneapolis, MN 55419</u>
Applicant's SSN: <u>on file</u>	
Telephone (Home): <u>(612) 483-3252</u>	
Telephone (Work):	

Description Of Property: Property ID or Parcel Number: 43-50-14-000
 Street Address: 20501 Croix Lane - Pine City
 Township/City: Rock Creek City
 School District: 578

Legal Description: Lot 1, Block 2 Astor's St. Croix Vista

AUG 13 2013

ASSESSOR'S ESTIMATED MARKET VALUE:

Land: 37,000 Structures: 36,700 Total: 73,700 Classification: 201-0-099

Applicants Statement of Facts:
Property has been classified as residential non-titled, however has been used as a seasonal dwelling and is in a seasonal neighborhood.

Applicants Request:
Reclassify as seasonal

Applicant's Signature: [Signature]

NOTE: Minnesota Statutes 1986, Section 609.41. "Whoever, in making any statement, oral or written, which is required or authorized by law to be made as a basis of imposing, reducing, or abating any tax or assessment, intentionally makes any statement as to any material matter which the maker of the statement knows is false may be sentenced, unless otherwise provided by law, to imprisonment for not more than one year or to payment of a fine of not more than \$3,000, or both."

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

DATE: 8/13/13

For Taxes Levied In: 2011
And Payable In: 2012

Abatement # AB12-513

Please Print Or Type

Applicants Name: <u>Daniel J Hertz</u>	Applicants Mailing Address: <u>41635 GARFIELD AVE</u>
Applicant's SSN: <u>07 416</u>	<u>MINNEAPOLIS, MN 55419</u>
Telephone (Home): <u>(612) 482-3252</u>	
Telephone (Work):	

Description Of Property: Property ID or Parcel Number: 43-5044-000
Street Address: 60501 CRAIG LANE - Pine City
Township/City: Rock Creek City
School District: 578

Legal Description:
Lot 1, Block 2 Oshkosh St. Croix Vista

ASSESSOR'S ESTIMATED MARKET VALUE:
Land: 29,900 Structures: 84,000 Total: 113,900 Classification: 201-0-099

Applicants Statement of Facts:
Property has been classified as residential non-listed, however has been used as a seasonal dwelling and is in a seasonal neighborhood.

Applicants Request:
Reclassify as seasonal

Applicant's Signature: [Signature]

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

APPLICATION FOR ABATEMENT - GENERAL FORM

(M.S. 375.192)

DATE: 8/13/13

2013 1 9 2013

For Taxes Levied In: 2012
And Payable In: 2013

Abatement # AB13-5B

Please Print Or Type

Applicants Name: <u>Daniel J. Hertz</u>	Applicants Mailing Address: <u>4635 Garfield Ave S</u>
Applicant's SSN: <u>on file</u>	<u>Minneapolis, MN 55419</u>
Telephone (Home): <u>(612) 482-3252</u>	
Telephone (Work):	

Description Of Property: Property ID or Parcel Number: 425044000
 Street Address: 60501 Croix Ln E - Pine City
 Township/City: Rock Creek City
 School District: 578

Legal Description:

Lot 1, Block 2 Ostrands St. Croix Vista

ASSESSOR'S ESTIMATED MARKET VALUE:

Land: 22,000 Structures: 31,100 Total: 53,100 Classification: 201-0-099

Applicants Statement of Facts:

Property has been classified as residential non-taxed, however has been used as a seasonal dwelling and is in a seasonal neighborhood.

Applicants Request:

Reclassify as seasonal

Applicant's Signature: Daniel J. Hertz

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

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

DATE: 2/13/13

For Taxes Levied In: 2010
And Payable In: 2011

Abatement # AB11-418A

Please Print Or Type

Applicants Name: <u>Daniel J. Herz</u>	Applicants Mailing Address: <u>4685 Fairfield Ave S Minneapolis, MN 55419</u>
Applicant's SSN: <u>01418</u>	
Telephone (Home): <u>(612) 483-3052</u>	
Telephone (Work):	

Description Of Property: Property ID or Parcel Number: 43 5045 00 0
Street Address: 66455 Oak Ln E - Pine Creek
Township/City: Pine Creek City
School District: 578

Legal Description: Lot 2, Block 2 Ostrander's St. Croix Vistac

ASSESSOR'S ESTIMATED MARKET VALUE:

Land: 26,000 Structures: 0 Total: 26,000 Classification: 2010-099

Applicants Statement of Facts:

Property has been classified as residential non-hotel, however has later used as a seasonal dwelling and is in a seasonal neighborhood.

Applicants Request:

Reclassify as seasonal.

Applicant's Signature: [Signature]

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

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

DATE: 9/13/13

For Taxes Levied In: 2911
And Payable In: 2912

Abatement # AB12-51A

Please Print Or Type

Applicants Name: <u>Daniel J. Herz</u>	Applicants Mailing Address: <u>4685 Garfield Ave S</u>
Applicant's SSN: <u>on file</u>	<u>Minneapolis, MN 55419</u>
Telephone (Home): <u>(612) 482-3252</u>	
Telephone (Work):	

Description Of Property: Property ID or Parcel Number: 43-5045-0000
 Street Address: 26455 Creek Ln E - Parkdale
 Township/City: Rose Creek City
 School District: 578

Legal Description: Lot 2, Block 2 Ostrands St. Croix Vistc

ASSESSOR'S ESTIMATED MARKET VALUE:

Land: 22900 Structures: 0 Total: 22900 Classification: 2000-099

Applicants Statement of Facts:

Property has been classified as residential non-hisid, however has been used as a seasonal dwelling and is in a seasonal neighborhood.

Applicants Request:

Reclassify as seasonal.

Applicant's Signature: [Signature]

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

APPLICATION FOR ABATEMENT - GENERAL FORM

(M.S. 375.192)

DATE: 8/13/13

For Taxes Levied In: 2012
And Payable In: 2013

Abatement # AB13-15A

Please Print Or Type

Applicants Name: <u>Daniel J. Hertz</u>	Applicants Mailing Address: <u>4085 Concord Ave S Minneapolis, MN 55419</u>
Applicant's SSN: <u>on file</u>	
Telephone (Home): <u>(612) 483-3052</u>	
Telephone (Work): _____	

Description Of Property: Property ID or Parcel Number: 43-5045.000
 Street Address: 66455 Brook Ln E - Parkhill
 Township/City: Rock Creek City
 School District: 578

Legal Description: Lot 2, Block 2 Ostrands St. Civic Vistro

ASSESSOR'S ESTIMATED MARKET VALUE:
 Land: 17,000 Structures: 0 Total: 17,000 Classification: 2010-099

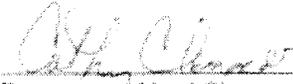
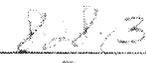
Applicants Statement of Facts:
Property has been classified as residential non-historic, however has been used as a seasonal dwelling and is in a seasonal neighborhood.

Applicants Request:
Reclassify as seasonal.

Applicant's Signature: Daniel J. Hertz

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

PINE COUNTY REQUEST FOR BOARD ACTION

Requested Board Date: September 3, 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  Date

<p>Item for Discussion:</p> <p><i>Application for Exempt Permit for Pine Technical College Foundation to conduct Minnesota lawful gambling on November 22, 2013 at the NW Company Fur Post, 12551 Voyager Ln, Pine City, MN (Pine City Twp).</i></p> <p>Board Action Requested: (Attach additional pages if needed)</p> <p align="right">Supporting Documents: Attached None</p>
--

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total prize value for the year will be \$1,500 or less, contact the licensing specialist assigned to your county.

Application fee (non refundable)

If application is postmarked or received 30 days or more before the event **\$50**; otherwise **\$100**

ORGANIZATION INFORMATION

Organization name: Pine Technical College Foundation
 Previous gambling permit number: X36489

Minnesota tax ID number, if any: 31-1666015
 Federal employer ID number (FEIN), if any:

Type of nonprofit organization. Check one.

Fraternal Religious Veterans Other nonprofit organization

Mailing address: 900 4th Street S
 City: Pine City State: MN Zip code: 55063 County: Pine

Name of chief executive officer (CEO): Robert L. Musgrove
 Daytime phone number: 320-629-5120
 E-mail address: musgrover@pinetech.edu

NONPROFIT STATUS

Attach a copy of ONE of the following for proof of nonprofit status.

Nonprofit Articles of Incorporation OR a current Certificate of Good Standing.
 Don't have a copy? This certificate must be obtained each year from:
 Secretary of State, Business Services Div., 60 Empire Drive, Suite 100, St. Paul, MN 55103
 Phone: 651-296-2803

IRS income tax exemption [501(c)] letter in your organization's name.
 Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS at 877-829-5500.

IRS - Affiliate of national, statewide, or international parent nonprofit organization [charter]
 If your organization falls under a parent organization, attach copies of **both** of the following:
 a. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and
 b. the charter or letter from your parent organization recognizing your organization as a subordinate

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted. For raffles, list the site where the drawing will take place:
 NW Company Fur Post

Address [do not use PO box]: 12551 Voyager Lane
 City or township: Pine City Zip code: 55063 County: Pine

Date(s) of activity. For raffles, indicate the date of the drawing:
 November 22, 2013

Check each type of gambling activity that your organization will conduct:
 Bingo* Raffle Paddlewheels* Pull-tabs* Tipboards*

*Gambling equipment for bingo paper, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo.

To find a licensed distributor, go to www.gcb.state.mn.us and click on **Distributors** under the **WHO'S WHO? LIST OF LICENSEES**, or call 651-639-4000.

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT

**CITY APPROVAL
for a gambling premises
located within city limits**

- The application is acknowledged with no waiting period.
- The application is acknowledged with a 30 day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).
- The application is denied.

Print city name _____

Signature of city personnel _____

Title _____ Date _____

Local unit of government must sign

**COUNTY APPROVAL
for a gambling premises
located in a township**

- The application is acknowledged with no waiting period.
- The application is acknowledged with a 30 day waiting period, and allows the Board to issue a permit after 30 days.
- The application is denied.

Print county name _____

Signature of county personnel _____

Title _____ Date _____

TOWNSHIP. If required by the county.

On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits.

[A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.166.]

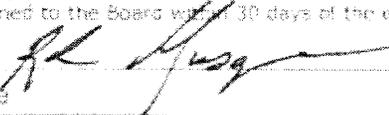
Print township name _____

Signature of township officer _____

Title _____ Date _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief executive officer's signature 

Date 8/15/13

Print name Robert L. Musgrove

REQUIREMENTS

Complete a separate application for:

- all gambling conducted on two or more consecutive days, or
 - all gambling conducted on one day.
- Only one application is required if one or more raffle drawings are conducted on the same day.

Send application with:

- a copy of your proof of nonprofit status, and
- application fee (non-refundable). Make check payable to: "State of Minnesota."

To: Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Financial report and recordkeeping required

A financial report form and instructions will be sent with your permit, or use the online fill-in form available at www.gcb.state.mn.us.

Within 30 days of the event date, complete and return the financial report form to the Gambling Control Board.

Questions?

Call the Licensing Section of the Gambling Control Board at 651-639-4000.

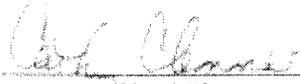
The form will be made available in alternative format (in large print, Braille) upon request.

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 legal gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply the 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 the application. Your organization's name and address will be public information when reviewed 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, Civilian Services 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 change of information after the notice was given; and anyone with your written consent.

PINE COUNTY REQUEST FOR
BOARD ACTION

Requested Board Date: September 3, 2013	Consent Agenda <i>(Please Circle)</i> Regular Agenda Estimated Time: <i>(Please Circle)</i> 10 Min. 15 Min. <hr/> Time needed 30 Min. 45 Min. 1 hour
Department Requesting Action: AUDITOR	  Department Head Signature Date

Item for Discussion: (one form per item)

*Approve Resolution for Repurchase of Tax Forfeited land in full by:
 WELLS FARGO BANK, NATIONAL ASSOCIATION, as Trustee for the
 POOLING AND SERVICING AGREEMENT Dated as of August 1, 2005
 MORGAN STANLEY ABS CAPITAL I INC. TRUST 2005-HE4 MORTGAGE
 PASS-THROUGH CERTIFICATES, SERIES 2005-HE4*

Board Action Requested: (Attach additional pages if needed)

Approve Resolution.

Supporting Documents: **Attached** None

RESOLUTION 2013-39

WHEREAS, Wells Fargo Bank, National Association, as Trustee for the Pooling and Servicing Agreement dated as of August 1, 2005 Morgan Stanley ABS Capital I Inc. Trust 2005-HE4 Mortgage Pass-Through Certificates, Series 2005-HE4, the former owner(s), has made and filed an application with the County Auditor for the repurchase of the hereinafter described parcel of tax forfeited land, in accordance with the provisions of Minnesota Statutes 1945, Section 282.241, as amended, which land is situated in the County of Pine, Minnesota, and described as follows, to-wit:

Lot Six (6), Block Two (2) Pokegama Meadows
Parcel #28.5558.000

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

and

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

NOW THEREFORE BE IT RESOLVED, that the application of Wells Fargo Bank, National Association, as Trustee for the Pooling and Servicing Agreement dated as of August 1, 2005 Morgan Stanley ABS Capital I Inc. Trust 2005-HE4 Mortgage Pass-Through Certificates, Series 2005-HE4 for the repurchase of the above described parcel(s) of tax forfeited land be and the same is hereby granted and the County Auditor is hereby authorized and directed to permit such repurchase according to the provisions of Minnesota Statutes 1945, Section 282.241, as amended.

Dated at Sandstone, Minnesota, this 3rd day in September, 2013.

Attest:

Chairman, Board of County Commissioners
Pine County, Minnesota

County Auditor

RESOLUTION 2013-40

WHEREAS, Donald L. Hischer and Coral A. Hischer, the former owners, have made and filed an application with the County Auditor for the repurchase of the hereinafter described parcel of tax forfeited land, in accordance with the provisions of Minnesota Statutes 1945, Section 282.241, as amended, which land is situated in the County of Pine, Minnesota, and described as follows, to-wit:

Lot 2, in Block 6, Cunningham's Addition to Village of Sturgeon Lake, and including that vacated part of 1st Avenue described as follows: Beginning at a point on the Northeast corner of said First Avenue which is the most northwesterly corner of Block 6 of said Cunningham's Addition, said point being also on the East-West Quarter line of Section 14, Township 45, North of Range 20 West of the 4th Principal Meridian; thence West on a quarter line a distance of 33 feet; thence deflecting to the left at an angle of 90 degrees 06 minutes 30 seconds a distance of 39.82 feet to the Southeasterly line of First Avenue; thence northeasterly on a southeasterly line of said First Avenue a distance of 51.67 feet to the point of beginning.

PID # 46.5080.000

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

and

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

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

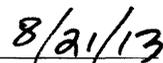
Dated at Sandstone, Minnesota, this 3rd day in September, 2013.

Attest:

Chairman, Board of County Commissioners
Pine County, Minnesota

County Auditor

PINE COUNTY REQUEST FOR BOARD ACTION

Requested Board Date: 9/3/2013	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>Administration</u>	 Department Head Signature  Date

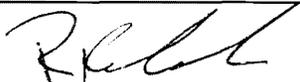
Request to approve the hiring of Highway Maintenance Worker vacancies. These (2) positions were approved at the May 21, 2013 board meeting.

On August 14 2013, interviews were conducted with eight candidates for the vacant positions. The top two candidates were Darren Gibson and Brandon Summerland. Reference and background checks have been completed.

Board Action Requested: (Attach additional pages if needed)
 Approve the hiring of Darren Gibson and Brandon Summerland, Highway Maintenance Worker (\$14.14/hr, B23), effective September 4, 2013

Supporting Documents: Attached None

PINE COUNTY REQUEST FOR BOARD ACTION

Requested Board Date: September 3, 2013	Consent Agenda <i>(Please choose)</i> Regular Agenda Estimated Time: <i>(Please Circle)</i> _____ 10 Min. 15 Min. <small>Time needed</small> 30 Min. 45 Min. 1 hour
Department requesting action: <u>Sheriff</u>	 _____ Department Head Signature Date

<p>Item for Discussion: (one form per item)</p> <p>The Pine County Sheriff requests the Pine County Board to approve the hiring of the following full time Deputy, effective on 9-8-2012, at the stated pay rate.</p> <p>Garret Munson, step one \$20.27, seniority 9-8-2013-A -- C 42 <small>MC</small></p> <p>This position brings the total number of sworn employees to 33, one above the authorized 32. Two full time Deputies remain on long term leave (one unpaid military leave, one 1/3 workers comp pay).</p> <p>Request the Board approve this new employee.</p> <p>Board Action Requested: (Attach additional pages if needed)</p> <p align="right">Supporting Documents: Attached None</p>

PINE COUNTY REQUEST FOR BOARD ACTION

Requested Board Date: <i>September 3, 2013</i>	<p align="center">Consent Agenda <i>(Please Circle)</i></p> <p>Regular Agenda Estimated Time: <i>(Please Circle)</i> _____ 10 Min. 15 Min. Time needed 30 Min. 45 Min. 1 hour</p>
Department Requesting Action: HHS	<p align="center"> <i>08-27-13</i></p> <p align="center">Department Head Signature Date</p>

Item for Discussion: (one form per item)

- 1. Appoint the hiring of a qualified candidate to fill the vacant RN position caused by Christina Blaiser's resignation, backfill of this position was authorized by the Board on August 20, 2013*
- 2. Approve the hiring of qualified candidates to fill the two new Social Worker positions as authorized by the Board on June 18, 2013.*
- The names of the proposed candidates for the above positions including their names, salaries and start dates will be provided to the Board at the meeting or sooner if possible.*

Board Action Requested: (Attach additional pages if needed)

Supporting Documents: Attached None



A Practical Guide to Variances in Shorelands and Floodplains

— Register Now!—

October 16, 2013 — 1:00 - 5:00 p.m. (check-in - 12:30 p.m.)

Fee: \$70

Location: Initiative Foundation, Little Falls

Minnesota variance laws have changed. Learn from the experts how to make decisions in light of the purposes and intent of those regulations. Topics include:

- The criteria for reviewing variance requests in cities and counties
- How to evaluate and develop findings for typical shoreland and floodplain variance requests
- How to determine whether a practical difficulty exists
- What it means to alter the essential character of a shoreland or floodplain
- When to impose conditions to mitigate impacts on public water resources; examples of what's appropriate

Audience: Elected officials, appointed planning commissioners and members of boards of adjustment, local staff making recommendations on variances

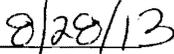
Faculty Information

Paul Radomski, a research scientist with the MN DNR, has worked over 20 years on issues such as water level regulation, fish harvest quota management, sport fishing regulations and shoreline alteration/development. He was the science advisor for Minnesota's Alternative Shoreland Management Standards project.

Dan Petrik is a land use planner with the Minnesota Department of Natural Resources. He has over eight years of experience in land use and water resource planning for cities, counties and watershed organizations. Dan has worked with local units of government to develop and implement shoreland, wetland, conservation subdivision and stormwater management plans and regulations. He has masters' degrees in urban planning and landscape architecture and has also taught urban design courses focusing on sustainable development at the University of Minnesota.

Jed Burkett is a Land Use/Loss Control Attorney with the League of Minnesota Cities Insurance Trust. Prior to his current position, he worked as a staff attorney with the League's Research & Inquiry Service. Before joining the League in 2001, Jed worked for the Minnesota Court of Appeals, the University of Minnesota's Office of General Counsel, and the City of Minneapolis Planning Department. He has an undergraduate degree from Carleton College, and attended the University of Minnesota Law School and Humphrey Institute for Public Affairs.

PINE COUNTY REQUEST FOR BOARD ACTION

Requested Board Date: September 3, 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>Land Services</u>	 Department Head Signature  Date

Consider attendance by Kelly Schroeder, Land Services Director to the Minnesota Association of Minnesota Assessors Fall Conference in Rochester, September 22-24, 2013. Cost of the conference is \$230, hotel costs 2 nights at \$99.00 plus tax each night, and mileage. All expenses are within the 2013 Assessor budget.

Note: I will be co-instructing a course with Marci Moreland, Carlton County Assessor, during the conference on the assessor's role in a disaster to hopefully educate assessor's throughout the state on the processes that are necessary for the property tax relief that victims of declared natural disaster receive.

Board Action Requested: (Attach additional pages if needed)
Approve Attendance by Kelly Schroeder to the association conference.

Supporting Documents: Attached None

PINE COUNTY REQUEST FOR BOARD ACTION

Requested Board Date: 9/3/2013	Consent Agenda <i>(Please Circle)</i> <input checked="" type="radio"/> Regular Agenda Estimated Time: <i>(Please Circle)</i> _____ 10 Min. 15 Min. <small>Time needed</small> <input checked="" type="radio"/> 30 Min. 45 Min. 1 hour
Department Requesting Action: <u>Administrator</u>	 _____ Department Head Signature Date

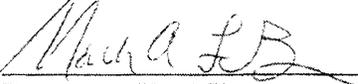
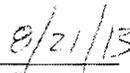
Dan Weir, Insurance/Risk Management Consultant for Resource Training and Solutions will present information and background at the board meeting on the insurance pool of cities, counties and other governmental agencies and how it benefits the county and employees.

Board Action Requested: (Attach additional pages if needed)

Supporting Documents:

Attached:

PINE COUNTY REQUEST FOR BOARD ACTION

Requested Board Date: September 3, 2013	Consent Agenda <i>(Please Circle)</i> <u>Regular Agenda</u> Estimated Time: <i>(Please Circle)</i> 5 10 Min. 15 Min. <small>Time needed</small> 30 Min. 45 Min. 1 hour
Department Requesting Action: Pine County Public Works	  Department Head Signature Date

<p>Item for Discussion: (one form per item)</p> <p><i>Resolution and Agreement to use Bridge Bonding funds on SAP 58-617-018; Over South Fork Grindstone River on CSAH 17.</i></p> <p>Board Action Requested: (Attach additional pages if needed) <i>Approve and Signature</i></p> <p align="center">Supporting Documents: Attached None</p>
--

STATE OF MINNESOTA) REFERENCE (SA 058-617-018)
COUNTY OF PINE) (New Bridge# 58J30)

RESOLUTION 2013-37

WHEREAS, The County of Pine has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation fund for the construction of County Bridge No. 58J30 over South Fork Grindstone River and;

WHEREAS, The Commission of Transportation has given notice that funding for the bridge is available; and

WHEREAS, The amount of the grant has been determined to be \$127,425.00 by reason of the lowest responsible bid.

NOW THEREFORE, BE IT RESOLVED that the Pine County does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.50, subdivision 5, clause (3), and will pay any additional amount by which the cost exceeds the estimate, and will return to the Minnesota State Transportation Fund any amount appropriated for the bridge but not required.

Stephen M. Hallan
Board Chair

Attest:

David J. Minke
County Administrator

CERTIFICATION

STATE OF MINNESOTA

COUNTY OF PINE

I do hereby certify that the foregoing resolution is a true and correct copy of a resolution presented to and adopted by the County of Pine at a duly authorized meeting thereof held on the 3rd day of September, 2013.

Mark A. LeBrun, P.E.
Engineer

**LOCAL BRIDGE REPLACEMENT PROGRAM (LBRP)
GRANT AGREEMENT**

This Agreement between the Minnesota Department of Transportation (“MnDOT”) and the Grantee named below is made pursuant to Minnesota Statutes Section 174.50. The provisions in that section and the Exhibits attached hereto and incorporated by reference constitute this Agreement and the persons signing below agree to fully comply with all of the requirements of this Agreement.

1. Effective date of this Agreement: _____, 20____
2. Public Entity (Grantee) name, address and contact person:

Pine County
405 Airport Road NE
Pine City, MN 55063

Contact: Mark A. LeBrun

3. Project(s):

Name of Project (See Exhibit C for location)	Amount of LBRP Funds	Amount of Required Matching Funds	Completion Date
SAP 058-617-018	\$127,425	\$118,709	July 1, 2015

4. Total Amount of LBRP Grant for all projects under this Agreement: \$127,425
5. The following Exhibits for each project are attached and incorporated by reference as part of this Agreement:

Exhibit A	Completed Sources and Uses of Funds Schedule
Exhibit B	Project Completion Schedule
Exhibit C	Bond Financed Property Certification
Exhibit D	Grant Application
Exhibit E	Grantee Resolution Approving Grant Agreement
Exhibit F	General Terms and Conditions

6. Additional requirements, if any:

None

7. Any modification of this Agreement must be in writing and signed by both parties.

(The remaining portion of this page was intentionally left blank.)

PUBLIC ENTITY (GRANTEE)

By: _____

Title: Board Chair

Date: Sept 3, 2013

By: _____

Title: County Administrator

Date: Sept 3, 2013

DEPARTMENT OF TRANSPORTATION

By: _____

Title: _____

Date: _____

OFFICE OF CONTRACT MANAGEMENT

By: _____

Contract Administrator

Date: _____

EXHIBIT A

SOURCES AND USES OF FUNDS SCHEDULE

(Complete a different schedule for each project. For the first project label it A-1; for the second project label it A-2; etc.)

SOURCES OF FUNDS		USES OF FUNDS	
Entity Supplying Funds	Amount	Expenses	Amount
State Funds:		Items Paid for with LBRP	
LBRP Grant	\$127,425	Grant Funds:	
		Mobilization	\$15,000
Other:		Bridge Construction	\$112,425
	\$		\$
	\$		\$
	\$		\$
Subtotal	\$127,425	Subtotal	\$127,425
Public Entity Funds:		Items paid for with Non-	
Matching Funds	\$118,709	LBRP Grant Funds:	
		Bridge Removal	\$5,000
Other:		Approach Grading	\$106,561
	\$	Erosion Control	\$7,148
	\$		\$
	\$		
Subtotal	\$118,709	Subtotal	\$118,709
TOTAL FUNDS	\$246,134	TOTAL PROJECT COSTS	\$246,134

EXHIBIT B

PROJECT COMPLETION SCHEDULE

(Provide a different schedule for each project. Label each project to correspond with the project as listed in Exhibit A; e.g., B-1, B-2, etc.)

SAP 058-617-018

Start Date: September 3, 2013

End Date: July 1, 2015

EXHIBIT C

BOND FINANCED PROPERTY CERTIFICATION
(Complete only one Certification for all projects)

State of Minnesota
General Obligation Bond Financed Property

The undersigned states that it has a fee simple, leasehold and/or easement interest in the real property located in the County of **Pine**, State of Minnesota that is generally described or illustrated graphically in **Attachment 1** attached hereto and all improvements thereon (the "Restricted Property") and acknowledges that the Restricted Property is or may become State bond-financed property. To the extent that the Restricted Property is or becomes State bond-financed property, the undersigned acknowledges that:

- A. The Restricted Property is State bond-financed property under Minn. Stat. Sec. 16A.695, is subject to the requirements imposed by that statute, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget; and
- B. The Restricted Property is subject to the provisions of the Local Bridge Replacement Program Grant Agreement between the Minnesota Department of Transportation and the undersigned dated _____, 20__; and
- C. The Restricted Property shall continue to be deemed State bond-financed property for 37.5 years or until the Restricted Property is sold with the written approval of the Commissioner of Minnesota Management and Budget.

Date: _____, 20__

Pine County

[name of Public Entity grantee], a political subdivision of the State of Minnesota

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Attachment 1 to Exhibit C

GENERAL DESCRIPTION OF RESTRICTED PROPERTY

(Insert a narrative or graphic description of the Restricted Property for each project. Label each project to correspond with the project as listed in Exhibit A; e.g., C-1, C-2, etc. It need not be a legal description if a legal description is unavailable.)

PLAT

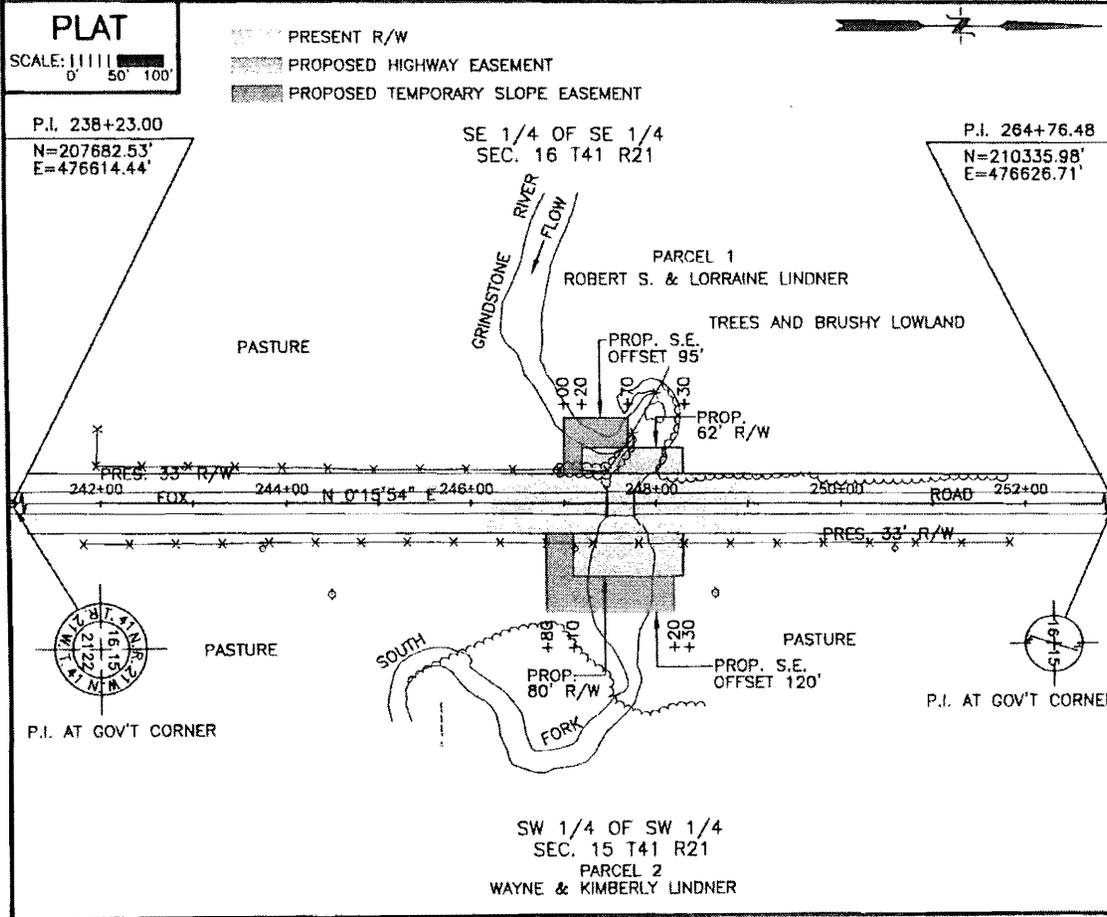
SCALE: 1" = 50' 100'

- PRESENT R/W
- PROPOSED HIGHWAY EASEMENT
- PROPOSED TEMPORARY SLOPE EASEMENT

P.I. 238+23.00
N=207682.53'
E=476614.44'

SE 1/4 OF SE 1/4
SEC. 16 T41 R21

P.I. 264+76.48
N=210335.98'
E=476626.71'



SW 1/4 OF SW 1/4
SEC. 15 T41 R21
PARCEL 2
WAYNE & KIMBERLY LINDNER

EXHIBIT D

GRANT APPLICATION

(Attach the grant application for each project and label each application to correspond with the projects listed in Exhibit A; e.g., D-1, D-2, etc.)



APPLICATION FOR BRIDGE FUNDS

State Transportation Fund Grants and Town Bridge Funds

State of Minnesota - Department of Transportation
State Aid for Local Transportation

Identification	Project Number <u>059-617-018</u>	Old Bridge Number <u>58501</u>
	New Bridge No. <u>58J30</u>	Over <u>S. Fork Grindstone R.</u>
	County of <u>Pine</u>	Road or Street No. <u>CSAH 17</u>
	Municipality of _____	Road or Street Name <u>Fox Rd</u>
	Township of <u>Hinckley</u>	Proposed Const Year <u>2013</u>
Eligibility	Bridge Sufficiency Rating <u>49.5</u>	Is this bridge hydraulically deficient? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	Adequacy Status from Structure Inventory <input type="checkbox"/> Structurally Deficient <input type="checkbox"/> Functionally Obsolete <input checked="" type="checkbox"/> Adequate	
	Date of Council/Board action prioritizing this bridge <u>Sept 4, 2012</u>	
	Is this a road-in-lieu of bridge project? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Is the bridge on a private approach and within the public right-of-way? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Prioritization	Will completion of this project effectively eliminate a deficiency in the transportation system? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
	How many people are affected by this deficiency? <u>350</u>	What is the ADT on this bridge? <u>525</u>
	Describe the economic importance of replacing this bridge. <u>The Bridge serves an important role for local agricultural and timber industries</u>	
	Will this project adversely affect optimum land use or cause other planning concerns? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	Have federal-aid funds been applied for on this project? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	Is the road designated or planned to be designated as a Minimum Maintenance road? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
(Attach additional sheets for explanation if necessary)		
Cost Estimate	Eligible Amount	Ineligible Amount
	Structure Costs \$ <u>95,000</u>	\$ <u>95,000</u>
	Approach Costs \$ _____	\$ <u>50,000</u>
	Engineering Costs \$ _____	\$ <u>30,000</u>
	Total Costs \$ <u>95,000</u>	\$ <u>145,000</u>
	Total Project Cost	\$ <u>240,000</u>
	County/City Engineer <u>Mark A LeB</u>	
DSAE	DISTRICT STATE AID ENGINEER RECOMMENDATION	
	Replace <input checked="" type="checkbox"/> Defer _____	District State Aid Engineer Signature <u>[Signature]</u> Date <u>7/16/13</u>
Approval	STATE AID USE ONLY	Federal-Aid \$ _____
		State-Aid \$ _____
		Local/Other \$ _____
	SR < 80 and FO or SD? <input type="checkbox"/> Yes <input type="checkbox"/> No	Town Bridge \$ _____
	OR	Unallocated Town Bridge \$ _____
	Hydraulically deficient? <input type="checkbox"/> Yes <input type="checkbox"/> No	State Bridge Funds \$ _____
		Total \$ _____

Mn/DOT Structure Inventory Report

Bridge ID: 58501

CSAH 17

over S FK GRINDSTONE RIVER

Date: 02/03/2012

GENERAL	
Agency Br. No.	S23
District	District 1
Maint. Area	Crew
County	058 - Pine
City	
Township	58015 - HINCKLEY
Desc. Loc.	0.7 MI N OF JCT CSAH 18
Sec., Twp., Range	15 - 041N - 21W
Latitude	Deg 46 Min 1 Sec 39.8
Longitude	Deg 92 Min 59 Sec 31.7
Custodian	02 - County Highway Agency
Owner	02 - County Highway Agency
BMU Agreement	
Year Built	1961
MN Year Reconstructed	
FHWA Year Reconstructed	
MN Temporary Status	
Bridge Plan Location	3 - COUNTY
Date Opened to Traffic	
On-Off System	0 - OFF
Legislative District	08B

STRUCTURE	
Service On	1 - Highway
Service Under	5 - Waterway
Main Span Type	
	3 - Steel 01 - Beam Span
Main Span Detail	
Appr. Span Type	
Appr. Span Detail	
Skew	0
Culvert Type	
Barrel Length	ft
Cantilever ID	

NUMBER OF SPANS			
MAIN:	2	APPR:	0
TOTAL:	2		
Main Span Length	14.4	ft	
Structure Length	30.1	ft	
Deck Width (Out-to-Out)	26.0	ft	
Deck Material	8 - Wood or Timber		
Wear Surf Type	6 - Bituminous		
Wear Surf Install Year	1998		
Wear Course/Fill Depth	0.42	ft	
Deck Membrane	0 - None		
Deck Rebars	N - Not Applicable (no deck)		
Deck Rebars Install Year			
Structure Area (Out-to-Out)	783	sq ft	
Roadway Area (Curb-to-Curb)	721	sq ft	
Sidewalk Width	Lt 0.00	ft	Rt 0.00
Curb Height	Lt 0.92	ft	Rt 0.92
Rail Type	Lt 38		Rt 38

ROADWAY	
Bridge Match ID (TIS)	0
Roadway O/U Key Route On Structure	
Route Sys	04 - CSAH Number 17
Roadway Name or Description	FOX RD
Level of Service	1 - MAINLINE
Roadway Type	2 - 2-way traffic
Control Section (TH Only)	
Reference Point	004+00.710
Detour Length	8.0 mi
Lanes	On 2 Under 0
	ADT 310 Year 2008
HCA/D	0 ADTT 0 %
Functional Class	08 - Rural - Minor Collector

RDWY DIMENSIONS			
If Divided	NB-EB	SB-WB	
Roadway Width	24.10	ft	ft
Vertical Clearance		ft	ft
Max. Vert. Clear.		ft	ft
Horizontal Clear.		ft	ft
Lateral Clearance		ft	ft
Appr. Surface Width	29.0	ft	
Bridge Roadway Width	24.1	ft	
Median Width On Bridge		ft	

MISC. BRIDGE DATA	
Structure Flared	0 - No flare
Parallel Structure	N - No parallel structure
Field Conn. ID	
Abutment Foundation	2 - TIMBER
(Material/Type)	4 - PILE BENT
Pier Foundation	2 - TIMBER
(Material/Type)	4 - PILE BENT
Historic Status	5 - Not eligible

PAINT	
Year Painted	
Unsound Paint %	
Painted Area	sq ft
Primer Type	
Finish Type	

BRIDGE SIGNS	
Posted Load	2 - Vehicle & Semi
Traffic	0 - Not Required
Horizontal	1 - Object Markers
Vertical	N - Not Applicable

INSPECTION	
Userkey	98
Unofficial Structurally Deficient	N
Unofficial Functionally Obsolete	N
Unofficial Sufficiency Rating	49.5
Routine Inspection Date	11/4/2011
Routine Inspection Frequency	24
Inspector Name	County, Pine
Status	P - Posted for Load

NBI CONDITION RATINGS	
Deck	7 - Good Condition
Unsound Deck %	
Superstructure	7 - Good Condition
Substructure	5 - Fair Condition
Channel	7 - Needs minor repairs
Culvert	N - Not Applicable

NBI APPRAISAL RATINGS	
Structure Evaluation	5
Deck Geometry	5
Underclearances	N
Water Adequacy	5 - Occasional Flooding - Sit
Approach Alignment	8 - Equal to present desirabl

SAFETY FEATURES	
Bridge Railing	0 - SUBSTANDARD
GR Transition	0 - SUBSTANDARD
Appr. Guardrail	0 - SUBSTANDARD
GR Termini	0 - SUBSTANDARD

IN DEPTH INSP.		
Y/N	Freq	Date

WATERWAY			
Drainage Area (sq. mi.)			
Waterway Opening	196	sq ft	
Navigation Control	0 - No nav. control on waterw		
Pier Protection			
Nav. Clr. (ft.)	Vert.	ft	Horiz.
Nav. Vert. Lift Bridge Clear. (ft.)			
MN Scour Code	R - CRIT - MONI	Year	2008

CAPACITY RATINGS			
Design Load	0 - Other/Unknown		
Operating Rating	2 - AS	HS 15.0	
Inventory Rating	2 - AS	HS 10.3	
Posting VEH:	23	SEMI: 36	DBL: 36
Rating Date	12/1/1981		

Mn/DOT Permit Codes

A: N - N/A

B: N - N/A

C: N - N/A

RESOLUTION

WHEREAS, Pine County has determined that the following deficient bridges on the CSAH and Township systems are a high priority and require replacement or rehabilitation within the next five (5) years, and

BRIDGE #	ROAD #	ESTIMATED STRUCTURE COST
L3001	CSAH 13	\$300,000
L3002	CSAH 14	\$300,000
*58501	CSAH 17	\$300,000
58503	CSAH 53	\$500,000
8820	CSAH 61	\$600,000
L9456	Hinckley Township	\$250,000
L3124	Mission Creek Township	\$150,000

WHEREAS, local roads play an essential role in the overall state transportation network and local bridges continue to be crucial to maintaining the integrity of the local road systems and is necessary for the County and the townships to proceed with the replacement or rehabilitation of the high priority deficient bridges described above, and

WHEREAS, Pine County intends to proceed with replacement or rehabilitation of these bridges as soon as possible when State Transportation Bond Funds are available,

BE IT RESOLVED, that the Pine County Board commits that it will proceed with the design and contract documents for these bridges immediately after being notified that funds are available in order to permit construction to take place within one year of notification.

STATE OF MINNESOTA)

ss.

County of Pine)

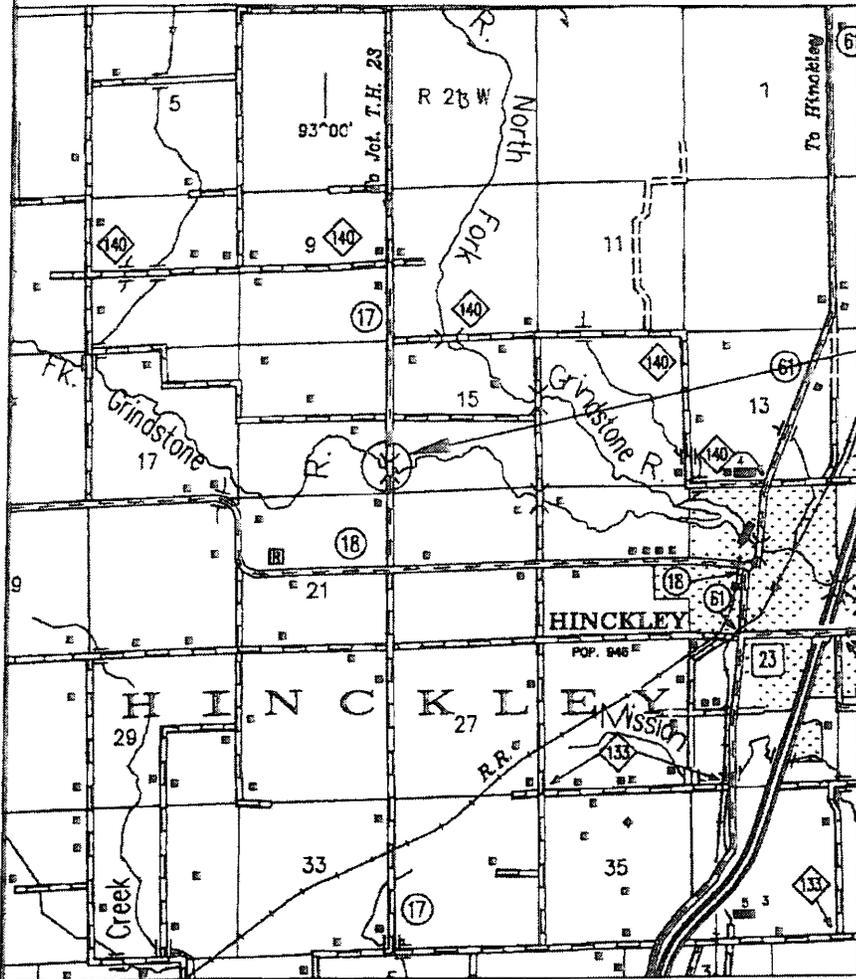
I, David J. Minke, County Administrator of Pine County, Minnesota, hereby certify that I have compared the foregoing copy of a resolution of the County Board of said County with the original record thereof in the minutes of the proceedings of said Board at a meeting duly held the 4th day of September 2012, and that same is a true and correct copy of said original record and that said resolution was duly adopted by said Board at said meeting.

Witness my hand and seal this 4th day of September 2012.



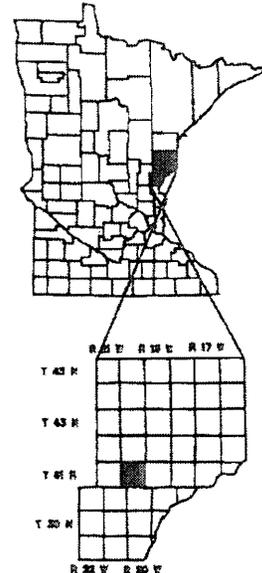
David J. Minke
County Administrator
Pine County, Minnesota

PINE COUNTY
SECTION 15/16, T41N, R21W
HINCKLEY TOWNSHIP



NOT TO SCALE

SAP NO. 058-617-018
REPLACE BRIDGE 58501
PROPOSED BRIDGE NO. 58J30



R 21 W
LOCATED IN HINCKLEY TWP.
ON CSAH 17
0.7 MILES NORTH OF CSAH 18 (DAHL ROAD)
PINE COUNTY

J:\CADD\Agriculture\Bridges\058-617-018-Pine Co. Br. 8/20/11\Replacement\CADD\CADD-REQ\058-617-018-0256.DWG Plotted by: Bob Stoltz / 7/11/2013 2:40:19 PM © 2013 WIDSETH SMITH NOLTING



Engineering
Architecture
Surveying
Environmental

DATE: MAY 2013
SCALE: AS SHOWN
DRAWN BY: RES
CHECKED BY: PLS
JOB NUMBER: 480A0255

SAP NO. 058-617-018
PINE COUNTY, MINNESOTA
SECTION 15/16, T41N, R21W
NEW BRIDGE NO. 58J30

SHEET NO
1
SHEET 1 OF 1

EXHIBIT E

GRANTEE RESOLUTION APPROVING GRANT AGREEMENT

STATE OF MINNESOTA) REFERENCE (SA 058-617-018)
COUNTY OF PINE) (New Bridge# 58J30)

RESOLUTION 2013-37

WHEREAS, The County of Pine has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation fund for the construction of County Bridge No. 58J30 over South Fork Grindstone River and;

WHEREAS, The Commission of Transportation has given notice that funding for the bridge is available; and

WHEREAS, The amount of the grant has been determined to be \$127,425.00 by reason of the lowest responsible bid.

NOW THEREFORE, BE IT RESOLVED that the Pine County does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.50, subdivision 5, clause (3), and will pay any additional amount by which the cost exceeds the estimate, and will return to the Minnesota State Transportation Fund any amount appropriated for the bridge but not required.

CERTIFICATION

STATE OF MINNESOTA

COUNTY OF PINE

I do hereby certify that the foregoing resolution is a true and correct copy of a resolution presented to and adopted by the County of Pine at a duly authorized meeting thereof held on the 3rd day of September 2013.

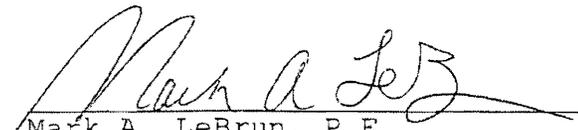

Mark A. LeBrun, P.E.
Engineer

EXHIBIT F

GENERAL TERMS AND CONDITIONS FOR LOCAL BRIDGE REPLACEMENT PROGRAM (LBRP) GRANTS (Applicable to each project.)

Article I DEFINITIONS

Section 1.01 **Defined Terms.** The following terms shall have the meanings set out respectively after each such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined) unless the context specifically indicates otherwise:

“Advance(s)” - means an advance made or to be made by MnDOT to the Public Entity and disbursed in accordance with the provisions contained in Article VI hereof.

“Agreement” - means the Local Bridge Replacement Program Grant Agreement between the Public Entity and the Minnesota Department of Transportation to which this Exhibit is attached.

“Certification” - means the certification, in the form attached as **Exhibit C**, in which the Public Entity acknowledges that its interest in the Real Property is bond financed property within the meaning of Minn. Stat. Sec. 16A.695 and is subject to certain restrictions imposed thereby.

“Code” - means the Internal Revenue Code of 1986, as amended, and all treasury regulations, revenue procedures and revenue rulings issued pursuant thereto.

“Commissioner” - means the Commissioner of Minnesota Management & Budget.

“Commissioner’s Order” - means the “Third Order Amending Order of the Commissioner of Minnesota Management & Budget Relating to Use and Sale of State Bond Financed Property” dated August 26, 2010, as it may be amended or supplemented.

“Completion Date” - means the projected date for completion of the Project as indicated in the Agreement.

“Construction Contract Documents” - means the document or documents, in form and substance acceptable to MnDOT, including but not limited to any construction plans and specifications and any exhibits, amendments, change orders, modifications thereof or supplements thereto, which collectively form the contract between the Public Entity and the Contractor(s) for the completion of the Construction Items on or before the Completion Date for either a fixed price or a guaranteed maximum price.

“Construction Items” - means the work to be performed under the Construction Contract Documents.

“Contractor” - means any person engaged to work on or to furnish materials and supplies for the Construction Items including, if applicable, a general contractor.

“Draw Requisition” - means a draw requisition that the Public Entity, or its designee, submits to MnDOT when an Advance is requested, as referred to in Section 4.02.

“G.O. Bonds” - means the state general obligation bonds issued under the authority granted in Article XI, Sec. 5(a) of the Minnesota Constitution, the proceeds of which are used to fund the LBRP Grant, and any bonds issued to refund or replace such bonds.

“Grant Application” - means the grant application that the Public Entity submitted to MnDOT which is attached as **Exhibit D**.

“LBRP Grant” - means a grant from MnDOT to the Public Entity under the LBRP in the amount specified in the Agreement, as such amount may be modified under the provisions hereof.

“LBRP” - means the Local Bridges Replacement Program pursuant to Minn. Stat. Sec. 174.50 and rules relating thereto.

“MnDOT” - means the Minnesota Department of Transportation.

“Outstanding Balance of the LBRP Grant” - means the portion of the LBRP Grant that has been disbursed to the Public Entity minus any amounts returned to the Commissioner.

“Project” - means the Project identified in the Agreement to be totally or partially funded with a LBRP grant.

“Public Entity” - means the grantee of the LBRP Grant and identified as the Public Entity in the Agreement.

“Real Property” - means the real property identified in the Agreement on which the Project is located.

Article II GRANT

Section 2.01 **Grant of Monies.** MnDOT shall make the LBRP Grant to the Public Entity, and disburse the proceeds in accordance with the terms and conditions herein.

Section 2.02 **Public Ownership.** The Public Entity acknowledges and agrees that the LBRP Grant is being funded with the proceeds of G.O. Bonds, and as a result all of the Real Property must be owned by one or more public entities. The Public Entity represents and warrants to MnDOT that it has one or more of the following ownership interests in the Real Property: (i) fee simple ownership, (ii) an easement that is for a term that extends beyond the date that is 37.5 years from the Agreement effective date, or such shorter term as authorized by statute, and which cannot be modified or terminated early without the prior written consent of MnDOT and the Commissioner; and/or (iii) a prescriptive easement for a term that extends beyond the date that is 37.5 years from the Agreement effective date.

Section 2.03 **Use of Grant Proceeds.** The Public Entity shall use the LBRP Grant solely to reimburse itself for expenditures it has already made, or will make, to pay the costs of one or more of the following activities: (i) constructing or reconstructing a bridge, (ii) preliminary engineering and environmental studies authorized under Minn. Stat. Sec. 174.50, subdiv. 6a, (iii) abandoning an existing bridge that is deficient and in need of replacement, but where no replacement will be made, or (iv) constructing a road to facilitate the abandonment or removal of an existing bridge determined to be deficient. The Public Entity shall not use the LBRP Grant for any other purpose, including but not limited to, any work to be done on a state trunk highway or within a trunk highway easement.

Section 2.04 Operation of the Real Property. The Real Property must be used by the Public Entity in conjunction with or for the operation of a county highway, county state-aid highway, town road, or city street and for other uses customarily associated therewith, such as trails and utility corridors, and for no other purposes or uses. The Public Entity may have no intention on the effective date of the Agreement to use the Real Property as a trunk highway or any part of a trunk highway. The Public Entity must annually determine that the Real Property is being used for the purposes specified in this Section and, upon written request by either MnDOT or the Commissioner, shall supply a notarized statement to that effect.

Section 2.05 Sale or Lease of Real Property. The Public Entity shall not (i) sell or transfer any part of its ownership interest in the Real Property, or (ii) lease out or enter into any contract that would allow another entity to use or operate the Real Property without the written consent of both MnDOT and the Commissioner. The sale or transfer of any part of the Public Entity's ownership interest in the Real Property, or any lease or contract that would allow another entity to use or operate the Real Property, must comply with the requirements imposed by Minn. Stat. Sec. 16A.695 and the Commissioner's Order regarding such sale or lease.

Section 2.06 Public Entity's Representations and Warranties. The Public Entity represents and warrants to MnDOT that:

- A. It has legal authority to execute, deliver and perform the Agreement and all documents referred to therein, and it has taken all actions necessary to its execution and delivery of such documents.
- B. It has the ability and a plan to fund the operation of the Real Property for the purposes specified in Section 2.04, and will include in its annual budget all funds necessary for the operation of the Real Property for such purposes.
- C. The Agreement and all other documents referred to therein are the legal, valid and binding obligations of the Public Entity enforceable against the Public Entity in accordance with their respective terms.
- D. It will comply with all of the provisions of Minn. Stat. Sec. 16A.695, the Commissioner's Order and the LBRP.
- E. All of the information it has submitted or will submit to MnDOT or the Commissioner relating to the LBRP Grant or the disbursement of the LBRP Grant is and will be true and correct.
- F. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no actions or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property, or its ownership interest therein, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into the Agreement or any document referred to herein, or to perform any of the acts required of it in such documents.
- G. Neither the execution and delivery of the Agreement or any document referred to herein nor compliance with any of the provisions or requirements of any of such documents is prevented by, is a breach of, or will result in a breach of, any provision of any agreement or document to which it is now a party or by which it is bound.

- H. The contemplated use of the Real Property will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.
- I. The Project will be completed and the Real Property will be operated in full compliance with all applicable laws, rules, ordinances, and regulations of any federal, state, or local political subdivision having jurisdiction over the Project and the Real Property.
- J. All applicable licenses, permits and bonds required for the performance and completion of the Project and for the operation of the Real Property as specified in Section 2.04 have been, or will be, obtained.
- K. It reasonably expects to possess its ownership interest in the Real Property described in Section 2.02 for at least 37.5 years, and it does not expect to sell such ownership interest.
- L. It does not expect to lease out or enter into any contract that would allow another entity to use or operate the Real Property.
- M. It will supply whatever funds are needed in addition to the LBRP Grant to complete and fully pay for the Project.
- N. The Construction Items will be completed substantially in accordance with the Construction Contract Documents by the Completion Date and all such items will be situated entirely on the Real Property.
- O. It will require the Contractor or Contractors to comply with all rules, regulations, ordinances, and laws bearing on its performance under the Construction Contract Documents.
- P. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested by either MnDOT or the Commissioner.

Section 2.07 **Event(s) of Default.** The following events shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement upon either MnDOT or the Commissioner giving the Public Entity 30 days' written notice of such event and the Public Entity's failure to cure such event during such 30-day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Public Entity is using its best efforts to cure and is making reasonable progress in curing such Events of Default; however, in no event shall the time period to cure any Event of Default exceed six (6) months unless otherwise consented to, in writing, by MnDOT and the Commissioner.

- A. If any representation, covenant, or warranty made by the Public Entity herein or in any other document furnished pursuant to the Agreement, or to induce MnDOT to disburse the LBRP Grant, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.
- B. If the Public Entity fails to fully comply with any provision, covenant, or warranty contained herein.

- C. If the Public Entity fails to fully comply with any provision, covenant or warranty contained in Minn. Stat. Sec. 16A.695, the Commissioner's Order, or Minn. Stat. Sec. 174.50 and all rules related thereto.
- D. If the Public Entity fails to use the proceeds of the LBRP Grant for the purposes set forth in Section 2.03, the Grant Application, and in accordance with the LBRP.
- E. If the Public Entity fails to operate the Real Property for the purposes specified in Section 2.04.
- F. If the Public Entity fails to complete the Project by the Completion Date.
- G. If the Public Entity sells or transfers any portion of its ownership interest in the Real Property without first obtaining the written consent of both MnDOT and the Commissioner.
- H. If the Public Entity fails to provide any additional funds needed to fully pay for the Project.
- I. If the Public Entity fails to supply the funds needed to operate the Real Property in the manner specified in Section 2.04.

Notwithstanding the foregoing, any of the above events that cannot be cured shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement immediately upon either MnDOT or the Commissioner giving the Public Entity written notice of such event.

Section 2.08 **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of MnDOT, MnDOT or the Commissioner may enforce any or all of the following remedies.

- A. MnDOT may refrain from disbursing the LBRP Grant; provided, however, MnDOT may make such disbursements after the occurrence of an Event of Default without waiving its rights and remedies hereunder.
- B. If the Event of Default involves a sale of the Public Entity's interest in the Real Property in violation of Minn. Stat. Sec. 16A.695 or the Commissioner's Order, the Commissioner, as a third party beneficiary of the Agreement, may require that the Public Entity pay the amounts that would have been paid if there had been compliance with such provisions. For other Events of Default, the Commissioner may require that the Outstanding Balance of the LBRP Grant be returned to it.
- C. Either MnDOT or the Commissioner, as a third party beneficiary of the Agreement, may enforce any additional remedies it may have in law or equity.

The rights and remedies specified herein are cumulative and not exclusive of any rights or remedies that MnDOT or the Commissioner would otherwise possess.

If the Public Entity does not repay the amounts required to be paid under this Section or under any other provision contained herein within 30 days of demand by the Commissioner, or any amount ordered by a court of competent jurisdiction within 30 days of entry of judgment against the Public Entity and in favor of MnDOT and/or the Commissioner, then such amount may, unless precluded by law, be offset against any aids or other monies that the Public Entity is entitled to receive from the State of Minnesota.

Section 2.09 **Notification of Event of Default.** The Public Entity shall furnish to MnDOT and the Commissioner, as soon as possible and in any event within seven (7) days after it has obtained knowledge of the occurrence of each Event of Default, a statement setting forth details of each Event of Default and the action which the Public Entity proposes to take with respect thereto.

Section 2.10 **Effect of Event of Default.** The Agreement shall survive Events of Default and remain in full force and effect, even upon full disbursement of the LBRP Grant, and shall only be terminated under the circumstances set forth in Section 2.11.

Section 2.11 **Termination of Agreement and Modification of LBRP Grant.**

A. If the Project is not started within five (5) years after the effective date of the Agreement or the LBRP Grant has not been disbursed within four (4) years after the date the Project was started, MnDOT's obligation to fund the LBRP Grant shall terminate. In such event, (i) if none of the LBRP Grant has been disbursed by such date, MnDOT shall have no obligation to fund the LBRP Grant and the Agreement will terminate, and (ii) if some but not all of the LBRP Grant has been disbursed by such date, MnDOT shall have no further obligation to provide any additional funding for the LBRP Grant and the Agreement shall remain in force but shall be modified to reflect the amount of the LBRP Grant that was actually disbursed and the Public Entity is still obligated to complete the Project by the Completion Date.

B. The Agreement shall terminate upon the Public Entity's sale of its interest in the Real Property and transmittal of the required portion of the proceeds of the sale to the Commissioner in compliance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order, or upon the termination of the Public Entity's ownership interest in the Real Property if such ownership interest is an easement.

Article III
COMPLIANCE WITH MINN. STAT. SEC. 16A.695
AND THE COMMISSIONER'S ORDER

Section 3.01 **State Bond Financed Property.** The Public Entity acknowledges that its interest in the Real Property is, or when acquired by it will be, "state bond financed property", as such term is used in Minn. Stat. Sec. 16A.695 and the Commissioner's Order and, therefore, the provisions contained in such statute and order apply, or will apply, to its interest in the Real Property, even if the LBRP Grant will only pay for a portion of the Project.

Section 3.02 **Preservation of Tax Exempt Status.** In order to preserve the tax-exempt status of the G.O. Bonds, the Public Entity agrees as follows:

- A. It will not use the Real Property or use or invest the LBRP Grant or any other sums treated as "bond proceeds" under Section 148 of the Code (including "investment proceeds," "invested sinking funds" and "replacement proceeds") in such a manner as to cause the G.O. Bonds to be classified as "arbitrage bonds" under Code Section 148.
- B. It will deposit and hold the LBRP Grant in a segregated non-interest-bearing account until such funds are used for payments for the Project.
- C. It will, upon written request, provide the Commissioner all information required to satisfy the informational requirements set forth in the Code, including Sections 103 and 148, with respect to the G.O. Bonds.

- D. It will, upon the occurrence of any act or omission by the Public Entity that could cause the interest on the G.O. Bonds to no longer be tax exempt and upon direction from the Commissioner, take such actions and furnish such documents as the Commissioner determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal taxation, which such action may include: (i) compliance with proceedings intended to classify the G.O. Bonds as a “qualified bond” within the meaning of Code Section 141(e), or (ii) changing the nature of the use of the Real Property so that none of the net proceeds of the G.O. Bonds will be deemed to be used, directly or indirectly, in an “unrelated trade or business” or for any “private business use” within the meaning of Code Sections 141(b) and 145(a).
- E. It will not otherwise use any of the LBRP Grant or take, permit or cause to be taken, or omit to take, any action that would adversely affect the exemption from federal income taxation of the interest on the G.O. Bonds, and if it should take, permit or cause to be taken, or omit to take, as appropriate, any such action, it shall take all lawful actions necessary to correct such actions or omissions promptly upon obtaining knowledge thereof.

Section 3.03 **Changes to G.O. Compliance Legislation or the Commissioner’s Order.** If Minn. Stat. Sec. 16A.695 or the Commissioner’s Order is amended in a manner that reduces any requirement imposed against the Public Entity, or if the Public Entity’s interest in the Real Property becomes exempted from Minn. Stat. Sec. 16A.695 and the Commissioner’s Order, then upon written request by the Public Entity, MnDOT shall execute an amendment to the Agreement to implement such amendment or exempt the Public Entity’s interest in the Real Property from Minn. Stat. Sec. 16A.695 and the Commissioner’s Order.

Article IV DISBURSEMENT OF GRANT PROCEEDS

Section 4.01 **The Advances.** MnDOT agrees, on the terms and subject to the conditions set forth herein, to make Advances of the LBRP Grant to the Public Entity from time to time in an aggregate total amount not to exceed the amount of the LBRP Grant. If the amount of LBRP Grant that MnDOT cumulatively disburses hereunder to the Public Entity is less than the amount of the LBRP Grant delineated in Section 1.01, then MnDOT and the Public Entity shall enter into and execute whatever documents MnDOT may request in order to amend or modify this Agreement to reduce the amount of the LBRP Grant to the amount actually disbursed. Provided, however, in accordance with the provisions contained in Section 2.11, MnDOT’s obligation to make Advances shall terminate as of the dates specified in Section 2.11 even if the entire LBRP Grant has not been disbursed by such dates.

Advances shall only be for expenses that (i) are for those items of a capital nature delineated in Source and Use of Funds that is attached as **Exhibit A**, (ii) accrued no earlier than the effective date of the legislation that appropriated the funds that are used to fund the LBRP Grant, or (iii) have otherwise been consented to, in writing, by the Commissioner.

It is the intent of the parties hereto that the rate of disbursement of the Advances shall not exceed the rate of completion of the Project or the rate of disbursement of the matching funds required, if any, under Section 5.13. Therefore, the cumulative amount of all Advances disbursed by the State Entity at any point in time shall not exceed the portion of the Project that has been completed and the percentage of the matching funds required, if any, under Section 5.13 that have been disbursed as of such point in time. This requirement is expressed by way of the following two formulas:

Formula #1:

Cumulative Advances \leq (Program Grant) \times (percentage of matching funds, if any, required under Section 5.13 that have been disbursed)

Formula #2:

Cumulative Advances \leq (Program Grant) \times (percentage of Project completed)

Section 4.02 **Draw Requisitions.** Whenever the Public Entity desires a disbursement of a portion of the LBRP Grant the Public Entity shall submit to MnDOT a Draw Requisition duly executed on behalf of the Public Entity or its designee. Each Draw Requisition with respect to construction items shall be limited to amounts equal to: (i) the total value of the classes of the work by percentage of completion as approved by the Public Entity and MnDOT, plus (ii) the value of materials and equipment not incorporated in the Project but delivered and suitably stored on or off the Real Property in a manner acceptable to MnDOT, less (iii) any applicable retainage, and less (iv) all prior Advances.

Notwithstanding anything herein to the contrary, no Advances for materials stored on or off the Real Property will be made by MnDOT unless the Public Entity shall advise MnDOT, in writing, of its intention to so store materials prior to their delivery and MnDOT has not objected thereto.

At the time of submission of each Draw Requisition, other than the final Draw Requisition, the Public Entity shall submit to MnDOT such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the relevant Draw Requisition or to substantiate all payments then made with respect to the Project.

The final Draw Requisition shall not be submitted before completion of the Project, including any correction of material defects in workmanship or materials (other than the completion of punch list items). At the time of submission of the final Draw Requisition the Public Entity shall submit to MnDOT: (i) such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the final Draw Requisition or to substantiate all payments then made with respect to the Project, and (ii) satisfactory evidence that all work requiring inspection by municipal or other governmental authorities having jurisdiction has been duly inspected and approved by such authorities and that all requisite certificates and other approvals have been issued.

If on the date an Advance is desired the Public Entity has complied with all requirements of this Agreement and MnDOT approves the relevant Draw Requisition, then MnDOT shall disburse the amount of the requested Advance to the Public Entity.

Section 4.03 **Additional Funds.** If MnDOT shall at any time in good faith determine that the sum of the undisbursed amount of the LBRP Grant plus the amount of all other funds committed to the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the Project, then MnDOT may send written notice thereof to the Public Entity specifying the amount which must be supplied in order to provide sufficient funds to complete the Project. The Public Entity agrees that it will, within 10 calendar days of receipt of any such notice, supply or have some other entity supply the amount of funds specified in MnDOT's notice.

Section 4.04 **Condition Precedent to Any Advance.** The obligation of MnDOT to make any Advance hereunder (including the initial Advance) shall be subject to the following conditions precedent:

- A. MnDOT shall have received a Draw Requisition for such Advance specifying the amount of funds being requested, which such amount when added to all prior requests for an Advance shall not exceed the amount of the LBRP Grant set forth in Section 1.01.

- B. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.
- C. No determination shall have been made by MnDOT that the amount of funds committed to the Project is less than the amount required to pay all costs and expenses of any kind that may reasonably be anticipated in connection with the Project, or if such a determination has been made and notice thereof sent to the Public Entity under Section 4.03, then the Public Entity has supplied, or has caused some other entity to supply, the necessary funds in accordance with such section or has provided evidence acceptable to MnDOT that sufficient funds are available.
- D. The Public Entity has supplied to MnDOT all other items that MnDOT may reasonably require.

Section 4.05 **Processing and Disbursement of Advances.** The Public Entity acknowledges and agrees as follows:

- A. Advances are not made prior to completion of work performed on the Project.
- B. All Advances are processed on a reimbursement basis.
- C. The Public Entity must first document expenditures to obtain an Advance.
- D. Reimbursement requests are made on a partial payment basis or when the Project is completed.
- E. All payments are made following the “Delegated Contract Process or State Aid Payment Request” as requested and approved by the appropriate district state aid engineer.

Section 4.06 **Construction Inspections.** The Public Entity shall be responsible for making its own inspections and observations regarding the completion of the Project, and shall determine to its own satisfaction that all work done or materials supplied have been properly done or supplied in accordance with all contracts that the Public Entity has entered into regarding the completion of the Project.

Article V MISCELLANEOUS

Section 5.01 **Insurance.** If the Public Entity elects to maintain general comprehensive liability insurance regarding the Real Property, then the Public Entity shall have MnDOT named as an additional named insured therein.

Section 5.02 **Condemnation.** If, after the Public Entity has acquired the ownership interest set forth in Section 2.02, all or any portion of the Real Property is condemned to an extent that the Public Entity can no longer comply with Section 2.04, then the Public Entity shall, at its sole option, either: (i) use the condemnation proceeds to acquire an interest in additional real property needed for the Public Entity to continue to comply with Section 2.04 and to provide whatever additional funds that may be needed for such purposes, or (ii) submit a request to MnDOT and the Commissioner to allow it to sell the remaining portion of its interest in the Real Property. Any condemnation proceeds which are not used to acquire an interest in additional real property shall be applied in accordance with Minn. Stat. Sec.

16A.695 and the Commissioner's Order as if the Public Entity's interest in the Real Property had been sold. If the Public Entity elects to sell its interest in the portion of the Real Property that remains after the condemnation, such sale must occur within a reasonable time period after the date the condemnation occurred and the cumulative sum of the condemnation and sale proceeds applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order.

If MnDOT receives any condemnation proceeds referred to herein, MnDOT agrees to or pay over to the Public Entity all of such condemnation proceeds so that the Public Entity can comply with the requirements of this Section.

Section 5.03 Use, Maintenance, Repair and Alterations. The Public Entity shall not, without the written consent of MnDOT and the Commissioner, (i) permit or allow the use of any of the Real Property for any purpose other than the purposes specified in Section 2.04, (ii) substantially alter any of the Real Property except such alterations as may be required by laws, ordinances or regulations, or such other alterations as may improve the Real Property by increasing its value or which improve its ability to be used for the purposes set forth in Section 2.04, (iii) take any action which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, or (v) commit or permit any act to be done in or on the Real Property in violation of any law, ordinance or regulation.

If the Public Entity fails to maintain the Real Property in accordance with this Section, MnDOT may perform whatever acts and expend whatever funds necessary to so maintain the Real Property, and the Public Entity irrevocably authorizes MnDOT to enter upon the Real Property to perform such acts as may be necessary to so maintain the Real Property. Any actions taken or funds expended by MnDOT shall be at its sole discretion, and nothing contained herein shall require MnDOT to take any action or incur any expense and MnDOT shall not be responsible, or liable to the Public Entity or any other entity, for any such acts that are performed in good faith and not in a negligent manner. Any funds expended by MnDOT pursuant to this Section shall be due and payable on demand by MnDOT and will bear interest from the date of payment by MnDOT at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per year based upon a 365-day year.

Section 5.04 Recordkeeping and Reporting. The Public Entity shall maintain books and records pertaining to Project costs and expenses needed to comply with the requirements contained herein, Minn. Stat. Sec. 16A.695, the Commissioner's Order, and Minn. Stat. Sec. 174.50 and all rules related thereto, and upon request shall allow MnDOT, its auditors, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract all of such items. The Public Entity shall use generally accepted accounting principles in the maintenance of such items, and shall retain all of such books and records for a period of six years after the date that the Project is fully completed and placed into operation.

Section 5.05 Inspections by MnDOT. The Public Entity shall allow MnDOT to inspect the Real Property upon reasonable request by MnDOT and without interfering with the normal use of the Real Property.

Section 5.06 Liability. The Public Entity and MnDOT agree that each will be responsible for its own acts and the results thereof to the extent authorized by law, and neither shall be responsible for the acts of the other party and the results thereof. The liability of MnDOT and the Commissioner is governed by the provisions of Minn. Stat. Sec. 3.736. If the Public Entity is a "municipality" as that term is used in Minn. Stat. Chapter 466, then the liability of the Public Entity is governed by the provisions of Chapter 466. The Public Entity's liability hereunder shall not be limited to the extent of insurance carried by or provided by the Public Entity, or subject to any exclusion from coverage in any insurance policy.

Section 5.07 **Relationship of the Parties.** Nothing contained in the Agreement is to be construed as establishing a relationship of co-partners or joint venture among the Public Entity, MnDOT, or the Commissioner, nor shall the Public Entity be considered to be an agent, representative, or employee of MnDOT, the Commissioner, or the State of Minnesota in the performance of the Agreement or the Project.

No employee of the Public Entity or other person engaging in the performance of the Agreement or the Project shall be deemed have any contractual relationship with MnDOT, the Commissioner, or the State of Minnesota and shall not be considered an employee of any of those entities. Any claims that may arise on behalf of said employees or other persons out of employment or alleged employment, including claims under the Workers' Compensation Act of the State of Minnesota, claims of discrimination against the Public Entity or its officers, agents, contractors, or employees shall in no way be the responsibility of MnDOT, the Commissioner, or the State of Minnesota. Such employees or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from MnDOT, the Commissioner, or the State of Minnesota, including tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

Section 5.08 **Notices.** In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the address of the party specified below or to such different address as may in the future be specified by a party by written notice to the others:

To the Public Entity: At the address indicated on the first page of the Agreement.

To MnDOT at: Minnesota Department of Transportation
Office of State Aid
395 John Ireland Blvd., MS 500
Saint Paul, MN 55155
Attention: Patti Loken, State Aid Programs Engineer

To the Commissioner at: Minnesota Management & Budget
400 Centennial Office Bldg.
658 Cedar St.
St. Paul, MN 55155
Attention: Commissioner

Section 5.09 **Assignment or Modification.** Neither the Public Entity nor MnDOT may assign any of its rights or obligations under the Agreement without the prior written consent of the other party.

Section 5.10 **Waiver.** Neither the failure by the Public Entity, MnDOT, or the Commissioner, as a third party beneficiary of the Agreement, in one or more instances to insist upon the complete observance or performance of any provision hereof, nor the failure of the Public Entity, MnDOT, or the Commissioner to exercise any right or remedy conferred hereunder or afforded by law shall be construed as waiving any breach of such provision or the right to exercise such right or remedy thereafter. In addition, no delay by any of the Public Entity, MnDOT, or the Commissioner in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

Section 5.11 **Choice of Law and Venue.** All matters relating to the validity, interpretation, performance, or enforcement of the Agreement shall be determined in accordance with the laws of the

State of Minnesota. All legal actions arising from any provision of the Agreement shall be initiated and venued in the State of Minnesota District Court located in St. Paul, Minnesota.

Section 5.12 **Severability.** If any provision of the Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

Section 5.13 **Matching Funds.** Any matching funds as shown on Page 1 of the Grant Agreement that are required to be obtained and supplied by the Public Entity must either be in the form of (i) cash monies, (ii) legally binding commitments for money, or (iii) equivalent funds or contributions, including equity, which have been or will be used to pay for the Project. The Public Entity shall supply to MnDOT whatever documentation MnDOT may request to substantiate the availability and source of any matching funds.

Section 5.14 **Sources and Uses of Funds.** The Public Entity represents to MnDOT and the Commissioner that the Sources and Uses of Funds Schedule attached as **Exhibit A** accurately shows the total cost of the Project and all of the funds that are available for the completion of the Project. The Public Entity will supply any other information and documentation that MnDOT or the Commissioner may request to support or explain any of the information contained in the Sources and Uses of Funds Schedule. If any of the funds shown in the Sources and Uses of Funds Schedule have conditions precedent to the release of such funds, the Public Entity must provide to MnDOT a detailed description of such conditions and what is being done to satisfy such conditions.

Section 5.15 **Project Completion Schedule.** The Public Entity represents to MnDOT and the Commissioner that the Project Completion Schedule attached as **Exhibit B** correctly and accurately sets forth the projected schedule for the completion of the Project.

Section 5.16 **Public Entity Tasks.** Any tasks that the Agreement imposes upon the Public Entity may be performed by such other entity as the Public Entity may select or designate, provided that the failure of such other entity to perform said tasks shall be deemed to be a failure to perform by the Public Entity.

Section 5.17 **Data Practices.** The Public Entity agrees with respect to any data that it possesses regarding the G.O. Grant or the Project to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as such may subsequently be amended or replaced from time to time.

Section 5.18 **Non-Discrimination.** The Public Entity agrees to not engage in discriminatory employment practices regarding the Project and it shall fully comply with all of the provisions contained in Minnesota Statutes Chapters 363A and 181, as such may subsequently be amended or replaced from time to time.

Section 5.19 **Worker's Compensation.** The Public Entity agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. Secs. 176.181 subd. 2 and 176.182, as they may be amended or replaced from time to time with respect to the Project.

Section 5.20 **Antitrust Claims.** The Public Entity hereby assigns to MnDOT and the Commissioner of MMB all claims it may have for over charges as to goods or services provided with respect to the Project that arise under the antitrust laws of the State of Minnesota or of the United States of America.

Section 5.21 **Prevailing Wages.** The Public Entity agrees to comply with all of the applicable provisions contained in Minnesota Statutes Chapter 177, and specifically those provisions contained in Minn. Stat. Secs. 177.41 through 177.435 as they may be amended or replaced from time to time with respect to the Project. By agreeing to this provision, the Public Entity is not acknowledging or agreeing that the cited provisions apply to the Project.

Section 5.22 **Entire Agreement.** The Agreement and all of the exhibits attached thereto embody the entire agreement between the Public Entity and MnDOT, and there are no other agreements, either oral or written, between the Public Entity and MnDOT on the subject matter hereof.

Section 5.23 **E-Verification.** The Public Entity agrees and acknowledges that it is aware of Governor's Executive Order 08-01 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order.

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**STATE OF MINNESOTA
MINNESOTA DEPARTMENT OF VETERANS AFFAIRS
INSTRUCTIONS FOR EXECUTING THE ENCLOSED OPERATIONAL ENHANCEMENT GRANT CONTRACT**

PLEASE EXECUTE THE ENCLOSED GRANT CONTRACT ACCORDING TO THE STEPS LISTED BELOW.
YOU MUST COMPLETE ALL OF THESE STEPS FOR US TO BE ABLE TO PROCESS AND EXECUTE YOUR GRANT CONTRACT!

STEP # 1 ADOPT AND RETURN WITH THE GRANT CONTRACTS A CERTIFIED COPY OF A RESOLUTION BY THE GOVERNING BOARD (e.g. County Board of Commissioners) WHICH ACCOMPLISHES THE FOLLOWING:

- RESOLVES that the GOVERNING BOARD ENTER INTO THIS SPECIFIC GRANT CONTRACT for THIS SPECIFIC PROJECT.
- AUTHORIZES by NAME and TITLE that INDIVIDUAL DESIGNATED to sign the GRANT CONTRACT on behalf of the GOVERNING BOARD (e.g. Chairperson, CVSO).
- INDICATES THE MEETING (e.g. Regular Meeting, Special Meeting) AND DATE of such action by the GOVERNING BOARD.

The CERTIFICATION of the RESOLUTION should indicate that the person signing the certification is the custodian of GOVERNING BOARD PROCEEDINGS, and certify to the meeting, date, and time at which the RESOLUTION was ADOPTED BY THE GOVERNING BOARD. The CERTIFICATION SHOULD BE AFFIXED WITH THE SEAL OF THE GOVERNING BOARD (WHERE AVAILABLE) AND DATED.

NOTE! ATTACHED TO THESE INSTRUCTIONS IS A FORM FOR USE AS A RESOLUTION FOR THIS GRANT. WE ENCOURAGE YOU TO USE THIS FORM, AS THE MINNESOTA ATTORNEY GENERAL HAS APPROVED ITS FORMAT AND WORDING. YOU MAY CHOOSE TO USE YOUR OWN FORMAT FOR A RESOLUTION; HOWEVER, IT MUST CONTAIN ALL THE ELEMENTS SPECIFIED ABOVE.

STEP # 2 - All three (3) copies of the Grant Contract need to be signed, titled, and dated in the APPROPRIATELY LABELED BLOCK ON THE LAST PAGE OF THE CONTRACT by the Board Chairperson, County Veterans Service Officer, etc., authorized to sign this Contract on behalf of the Governing Board.

STEP #3 - Return all three (3) copies to the Minnesota Department of Veterans Affairs at the address provided BELOW. The MDVA will then obtain the remaining signatures. Once all parties sign the Contract, we will provide you with a fully executed original.

Linda McDonald
Minnesota Department of Veterans Affairs
Veterans Service Building
20 West 12th Street
Saint Paul, Minnesota 55155
(651) 757-1540

RESOLUTION 2013-38 OF PINE COUNTY

BE IT RESOLVED by Stephen M. Hallan, Pine County Board Chair, that the County enter into the attached **Grant Contract** with the Minnesota Department of Veterans Affairs (MDVA) to conduct the following Program: **County Veterans Service Office Enhancement Grant Program**. The grant must be used to provide outreach to the county's veterans; to assist in the reintegration of combat veterans into society; to collaborate with other social service agencies, educational institutions, and other community organizations for the purposes of enhancing services offered to veterans; to reduce homelessness among veterans; and to enhance the operations of the county veterans service office, as specified in Minnesota Laws 2013 Chapter 142 Article 4. This Grant should not be used to supplant or replace other funding.

BE IT FURTHER RESOLVED by the Pine County Board of Commissioners that Stephen M. Hallan, Board Chair and David J. Minke, County Administrator be authorized to execute the attached Grant Contract for the above-mentioned Program on behalf of the County.

WHEREUPON the above resolution was adopted at Sandstone, Minnesota this 3rd day of September, 2013.

Authorized Signature and Title

Date

STATE OF MINNESOTA

_____ COUNTY

I, _____, do hereby certify that I am the custodian of the minutes of all proceedings had and held by the _____ of said _____, that I have compared the above resolution with the original passed and adopted by the _____ of said _____ at a _____ meeting thereof held on the _____ day of _____ at _____, that the above constitutes a true and correct copy thereof, that the same has not been amended or rescinded and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto placed my hand and signature this _____, and have hereunto affixed the seal of the County.

Authorized Signature and Title

(SEAL)

**STATE OF MINNESOTA
MINNESOTA DEPARTMENT OF VETERANS AFFAIRS**

COUNTY VETERANS SERVICE OFFICE OPERATIONAL ENHANCEMENT GRANT PROGRAM

GRANT CONTRACT

This grant contract is between the State of Minnesota, acting through its commissioner of the **MINNESOTA DEPARTMENT OF VETERANS AFFAIRS** ("State" or "MDVA") and **Pine County**, Pine County Veterans Services, 1602 Hwy 23 North, Sandstone, MN 55072("Grantee").

Recitals

1. Under Minnesota Statutes §197.608, as amended by Minnesota Laws 2013 Chapter 142 Article 4, the State is empowered to enter into this grant.
2. The State is in need of enhancing the operation of the County Veterans Service Offices.
3. This grant must be used to enhance the operations of the Grantee's County Veterans Service Office under Minnesota Statutes §197.608 Subdivision 4 (a), and should not be used to supplant or replace other funding.
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minnesota Statutes §16B.98 Subdivision 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract

1 Term of Grant Contract

1.1 **Effective date:** **August 31, 2013** or the date the State obtains all required signatures under Minnesota Statutes §16C.05, subdivision 2, whichever is later.

The Grantee must not begin work under this grant contract until this contract is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.

1.2 **Expiration date:** **May 30, 2014**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract:
8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

2 Grantee's Duties

The Grantee, who is not a state employee, will:

Conduct the **County Veterans Service Office Operational Enhancement Grant Program** by purchasing one or more of the allowable goods and services as specified in Attachment A, Items Approved/Disapproved, which is attached and incorporated into this grant contract.

If the Grantee wishes to purchase a good or service not listed on Attachment A, Items Approved, they shall submit a written request to the State's Authorized Representative listing the item, its estimated cost, and how it will benefit county veterans. The item may only be purchased with grant funds upon receipt of written approval from MDVA.

Upon the conclusion of this Project, but no later than May 30, 2014, the Grantee shall submit Copies of all Paid Receipts, a completed Expenditure Report Form, a CVSO Operational Enhancement Grant Compliance Report and any unexpended Grant Funds to MDVA. Such Reports shall show all goods and services

purchased and account for all grant funds expended.

In the event that any provision of the Items, Approved/Disapproved, Attachment A, reviewed by the State and incorporated into this grant contract by reference is not consistent with any portion of this grant contract, then the terms of this grant contract supersede the inconsistent provision.

3 Time

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

4 Consideration and Payment

4.1 **Consideration.** The State will pay for all eligible goods and services purchased by the Grantee under this grant contract as follows:

(1) **Compensation.** The Grantee will be paid a lump sum and must account for funds spent according to the breakdown of costs contained in the Items, Approved/Disapproved, Attachment A, which is attached and incorporated into this grant contract.

(b) **Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will be made. The Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(c) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed **\$10,000 (Ten thousand Dollars)**.

4.2. Payment

(1) The State will promptly pay the Grantee a lump sum of **\$10,000** upon the execution of this Grant Contract.

(2) **Eligible Project Costs.** In order to be eligible for Grant Funds, costs must be reasonable, necessary and allocable to the Program, permitted by appropriate State cost principles, approved by the State and determined to be eligible pursuant to Minnesota Statutes §197.608, as amended, and this grant contract.

(3) Pursuant to Minn. Stat §197.608 Subd 7, if the purchase of eligible goods and services is not completed, or is completed without expending the budgeted total of MDVA Grant Funds, the Grantee shall apply MDVA Grant Funds towards the total cost properly expended on the goods and services specified above, and shall remit those MDVA Grant Funds not so expended to the MDVA.

5 Conditions of Payment

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment, or will return payment already received, for work found by the State

to be unsatisfactory or performed in violation of federal, state, or local law.

6 **Authorized Representative**

The State's Authorized Representative is **Bradley S. Lindsay**, Minnesota Department of Veterans Affairs, 2nd Floor Veterans Service Building, 20 West 12th Street, Saint Paul, Minnesota 55155 (651) 757 1582 or his successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance.

The Grantee's Authorized Representative is **Ben Wiener**, County Veterans Service Office, Pine County, Pine County Veterans Services, 1602 Hwy 23 North, Sandstone, MN 55072 or his/her successor. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

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

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

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

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

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

8 **Liability**

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

9 **State Audits**

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

10 **Government Data Practices and Intellectual Property**

10.1. **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

10.2. *Intellectual Property Rights*

A *Intellectual Property Rights*. The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents *created and paid for under this grant contract*. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this contract. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this contract. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee upon completion or cancellation of this grant contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

(B) *Obligations*

- a. *Notification*. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this grant contract, the Grantee will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.
- b. *Representation*. The Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

11 Workers' Compensation

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

12 Publicity and Endorsement

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

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

13 Governing Law, Jurisdiction, and Venue

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

14 Termination

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

14.2 **Termination for Cause.** The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed. If the Grantee does not complete the Project by June 30, 2014, as evidenced by the incurrence of documented expenses for eligible costs; then this grant contract shall be reviewed by MDVA, and, may be canceled and all or part of the funds returned to MDVA to be reallocated to training and education under Minnesota Statutes §197.608 Subdivision 7.

14.3 **Termination for Insufficient Funding.** The State may immediately terminate this grant contract if:

- a) It does not obtain funding from the Minnesota Legislature.
- b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other

SWIFT # _____

any undisputed amount not paid on time to the Subcontractor.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

SWIFT Contract/PO No(s): _____

2. GRANTEE: Pine County

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE AGENCY: MINNESOTA DEPARTMENT OF VETERANS AFFAIRS

By: _____
(with delegated authority)

Title: _____

Date: _____

Distribution:
Agency
Grantee
State's Authorized Representative - Photo Copy

ATTACHMENT A
CVSO Operational Enhancement Grant
Items Approved/Disapproved – FY14

Minnesota Statute § 197.608, as amended, provides that this grant may be utilized for the following general purposes:

- To provide outreach to the county's veterans.
- To assist in the reintegration of combat veterans into society.
- To collaborate with other social service agencies, educational institutions, and other community organizations for the purposes of enhancing services offered to veterans.
- To reduce homelessness among veterans.
- To enhance the operations of the county veterans service office.

Only the items approved on this form are authorized for purchase using grant funds. The MDVA will seek recovery from your county for any items not on this list that have been purchased with grant funds.

Items Approved:

Monitors (<i>Purchase price limited to \$500.00</i>) and Dual monitor video cards	Publicity Items (<i>Magnets, Brochures, Challenge Coins – must include reference to LinkVet</i>)
Laptops/Tablet PC's/I-Pad (<i>including accessories</i>)	Label printers and supplies
Personal computers - Desktop	Teleconferencing equipment
Veterans Information/Case Management Systems and Software (<i>Including user maintenance agreements.</i>)	Headsets – Phone ONLY (<i>Purchase price limited to \$250.00</i>)
Printers/Scanners	Paper shredders or shredding contracts
Cellular Phones/Smart Phones (<i>Purchase price limited to \$450.00. No monthly contracts or fees.</i>)	TV /DVD combinations (<i>Purchase price limited to \$500.00</i>)
Photo copiers (<i>or 12 month lease</i>) (<i>Including user maintenance agreements.</i>)	Mobile broadband data access device/Hotspot (<i>No monthly contracts or fees.</i>)
Digital Video Recorders (<i>Purchase price limited to \$1000.00</i>)	Fax machines and installation of initial phone line (<i>No monthly contracts or fees.</i>)
Digital Projectors – LCD/DLP (<i>Purchase price limited to \$1,500.00</i>)	Digital Cameras (<i>Camera purchase price limited to \$500.00. Tax and accessories are separate.</i>)
Expenses related to the goal of reducing Veteran homelessness (<i>Must be pre-approved</i>)	Travel expenses related to MACVSO / MDVA/ USDVA sponsored training events. (<i>Transportation, Lodging and Registration ONLY.</i>)
Training at local colleges – Includes all staff in CVSO Office and must relate to the position of CVSO. Registration ONLY. (<i>Must be pre-approved and expenses are limited to \$500.00 per individual.</i>)	Required NACVSO Accreditation/CEU/CVA Training – Must provide a "Certificate of Completion" after training. (<i>Transportation, Lodging and Registration ONLY.</i>)
Expenses related to the transportation of Veterans needing to access their benefits (Including van/vehicle purchases for this primary purpose, maintenance, fuel, etc.)	Expenses related to the reintegration of returning service members (Including travel expenses to official reintegration events)
Marketing expenses (Display boards, radio airtime, TV airtime and newspaper ads, billboards (<i>Must include reference to LinkVet</i>))	Expenses related to "Outreach" such as benefits fairs, town halls and seminars. (<i>Refreshments & food over \$500.00 must be pre-approved</i>)
Medical expenses to pay for 2 nd opinions on previously denied VA disability claims.	Staff expenses for new/increased staff that provide direct services to veterans.

SWIFT # _____

Also Approved:

- Supplies related to items purchased during this grant cycle ONLY (toner cartridges, ink cartridges, etc.). You may NOT purchase supplies for items you already have.
- Reference materials (medical dictionaries, VA rules and regulations manuals, etc.).
- Furniture that is directly related to a computerization, organization and enhancement efforts (such as required furniture for new/increased staff, computer desk, printer stand, filing cabinets, etc.). All furniture purchases must receive prior approval from the MDVA.
- Up to one year of extended warranties/extended maintenance contracts on equipment and related software purchased during this grant cycle ONLY.

***NOTE:** The maximum purchase price for certain items does NOT include tax or shipping charges.

Items Not Approved:

- Furniture that is NOT for new/increased staff or that is directly related to computerization/organization efforts (chairs, desks, etc.).

PINE COUNTY REQUEST FOR BOARD ACTION

Requested Board Date: September 3, 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>	 8-22-2013 Department Head Signature Date

Item for Discussion: (one form per item)

To the County Board of Commissioners

The Pine County Sheriff requests the Pine County Board of Commissioners to approve the 2013 State of Minnesota Federal boating Supplemental Equipment Grant Agreement.

In the amount of \$280.00. No match required.

This grant will be used to buy two rescue poles and four carabiners.

Board Action Requested: (Attach additional pages if needed)

Supporting Documents: Attached None

Minnesota Department of Natural Resources

500 Lafayette Road • St. Paul, MN • 55155-4047



August 15, 2013

Dear Sheriff or Deputy:

Your county had submitted a proposal for funding under our supplemental federal boating safety grant program for equipment and supplies. I am pleased to inform you that your proposal was one of those selected in whole, or in part, for funding. The specifics of the funding to your county are found in the enclosed grant agreement – the total amount is in Clause 4 and the specific allowable item(s) in Exhibit "A." If you applied for any other items, they were not included in this year's selections. You may not substitute anything else, nor buy additional items beyond what is listed. Please look over the items and make sure we have listed what you requested (minus any non-selected items). Any issues or errors – please call me right away.

Please carefully note the following, since approval of your grant and eventual reimbursement will depend on them:

- This grant allows you to purchase the specified item or items anytime between July 1 and Sept. 16, 2013. You do not need to await our signature on the grant to begin bidding or other preliminary procedures (that do not constitute a purchase agreement or an order outside the dates below), however, *you must follow any purchasing requirements placed on you by your county* and we will NOT process any payments until we have signed off on a properly executed grant. **You may NOT use a purchase order or any purchase document dated prior to July 1 or after Sept. 16, 2013 (see exception below).** **Check with your vendor before purchasing to be sure whatever you buy can be actually delivered, paid and the DNR invoiced by Sept. 16, 2013. Requests submitted after Sept. 16, 2013, that have not been granted a purchase, delivery or reimbursement extension from the State in writing, are not eligible for reimbursement and will become the Grantee's sole responsibility.**
- Your next step is to get the county board to approve this grant *as soon as possible*, unless you have a resolution allowing other officials in the county to sign off on grants below a certain level, in lieu of the board. The board chair, county administrator/auditor and sheriff will need to sign off on all three copies of the grant and we also need a copy of the resolution authorizing acceptance (or a copy of the board minutes). Send all three signed original grant forms to us with a copy of the resolution/minutes.
- We will try to sign off on them and get them back to you as soon as we can. Until we sign off on the grant – it is not a valid contract. At that point we will also send you the special property sticker(s) noted in Exhibit "A," if you are acquiring items worth \$5,000 or more.
- Once your purchase has been made – follow the steps in Exhibit "A." to get your reimbursement. Remember that the amount listed in the grant is the *maximum* you will receive and you may not use any left over amount for other purposes.
- Once again, when you order, make sure that your vendor can meet all of the dates in the grant agreement. If you feel that you will not be able to make this deadline – let me know as soon as possible via e-mail or fax, so we may review your request for extension and approve it, if warranted!

Any questions – please let me know!

Sincerely,

A handwritten signature in black ink that reads "Deb Ethier". The signature is written in a cursive style.

Deb Ethier
Grants Specialist
Boat & Water Safety Unit - MN DNR
deb.ethier@state.mn.us
Phone: 651-259-5361
Fax: 651-296-0902

Encl: Fed. Grant Documents



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WWW.DNR.STATE.MN.US
AN EQUAL OPPORTUNITY EMPLOYER

**2013 STATE OF MINNESOTA
FEDERAL BOATING SAFETY SUPPLEMENTAL EQUIPMENT
GRANT AGREEMENT**

Contract #: 67228
PO# 300045057

Receipt ID:

State Accounting Information:

Dept. ID R29	PC Bus. Unit R2901	Fiscal Year 2014	Source Type REIMB	Vendor Number 0000197310 LOC 1
Total Amount \$280.00	Project ID R29G80110127	Billing Location R2980N0221	DUNS 019066948	

Accounting Distribution:

Fund 3000	Fin. Dept. ID R2937715	Approp. ID R294203	Category 84101501	Account 441302	Total Amount \$280.00	Activity A800002 - Enforcement
Fund 3000	Fin. Dept. ID R2937715	Approp. ID R294203	Category 84101501	Account 441302	Total Amount \$0	Activity A808004 - Navigational Aids

Contract Number	Grant Begin Date July 1, 2013	Grant End Date September 16, 2013
-----------------	----------------------------------	--------------------------------------

Grantee Name and Address:

Pine Co. Sheriff's Office
635 Northridge Drive NW, Ste. 100
Pine City, MN 55063

Fiscal Agent and Address:

Pine County Auditor-Treasurer's Office
635 Northridge Dr. NW, Ste. 230
Pine City, MN 55063

5 **Conditions of Payment**

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

6 **Authorized Representative**

The State's Authorized Representative is Rodmen Smith, Assistant Director, Enforcement Division – Central Office, Minnesota Department of Natural Resources (DNR), 500 Lafayette Rd., St. Paul, MN 55155-4047, (651) 259-5054, rodmen.smith@state.mn.us, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is the County Sheriff. If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify the State.

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

- 7.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this grant agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant agreement, or their successors in office.
- 7.2 **Amendments.** Any amendment to this grant agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant agreement, or their successors in office.
- 7.3 **Waiver.** If the State fails to enforce any provision of this grant agreement, that failure does not waive the provision or the State's right to enforce it.
- 7.4 **Grant Agreement Complete.** This grant agreement, including Exhibits "A" and "B", contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

8 **Liability**

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

9 **State Audits**

Under Minnesota Statute § 16B.98, Subdivision 8, the Grantee's books, records, documents, and accounting procedures and practices relevant to this grant agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement.

10 **Government Data Practices and Intellectual Property**

- 10.1 **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, Minnesota Statute Chapter 13, as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant agreement. The civil remedies of Minnesota Statute § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

11 **Workers' Compensation**

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

12 **Publicity and Endorsement**

- 12.1 **Publicity.** Any publicity regarding the subject matter of this grant agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors with respect to the program, publications, or services provided resulting from this grant agreement. Program funding attribution information can be found in Exhibit "A."
- 12.2 **Endorsement.** The Grantee must not claim that the State endorses its products or services.

13 **Governing Law, Jurisdiction, and Venue**

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

**2013 STATE OF MINNESOTA FEDERAL BOATING SAFETY
SUPPLEMENTAL EQUIPMENT GRANT AGREEMENT
(CFDA #97.012)**

1. The purpose of this grant is to provide supplementary funding to the Grantee, not exceeding the amount specified in Clause 4 of the Grant Agreement, to purchase the following specific equipment or other items that will be used for recreational boating safety activities:
 - a. (2) 6-12' rescue pole
 - b. 4 carabiners/hooks
2. The program shall begin on July 1, 2013. The purchase and request for reimbursement (county invoice) must be submitted to the State's representative by September 16, 2013. An extension beyond that date for purchase, delivery and reimbursement deadlines may be granted, if requested by the Grantee, and approved in writing by the State's representative. Requests submitted after September 16, 2013, that have not been granted a purchase or reimbursement extension from the State, are not eligible for reimbursement and will become the Grantee's sole responsibility.
3. The Grantee must first purchase the item as specified in this grant, follow any specific county purchasing procedures and pay for it from the Grantee's funds. The Grantee must then submit the following for reimbursement by the deadline noted in #2 above:
 - a. An invoice from the Grantee, dated no earlier than July 1, 2013 and not later than September 16, 2013, with a description of all the item(s) being requested for reimbursement. The purchase/invoice deadline may be modified if an extension, as noted in clause #2 above, is granted in writing from the State's representative.
 - b. A copy of the invoice(s) from the vendor(s) showing the amount the Grantee actually paid, including shipping, sales tax and any setup costs.
 - c. If the item is valued over \$5,000, the Grantee's asset number(s) & equipment serial number(s) must also be included on the invoice.
 - d. All reimbursement requests must be sent or delivered to:

Minnesota Dept. of Natural Resources
Boat & Water Safety
500 Lafayette Road
St. Paul, MN 55155-4047
4. Aids to navigation purchased through this grant must comply with the requirements in Minnesota Rule 6110.1500. Watercraft purchased through this grant must be registered with the State and display registration numbers and validation decals as noted in Minnesota Rule 6110.0100 -.0900.
5. Invasive Species Prevention. Grantees and subcontractors must follow Minnesota DNR's Operational Order 113, which requires preventing or limiting the introduction, establishment and spread of invasive species during activities on public waters and DNR administered lands. This applies to all activities performed on all lands under this grant agreement and is not limited to lands under DNR control or public waters. Duties are listed under Sections II and III (pp. 5-8) of Operational Order 113 which may be found at http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_113.pdf.

2013 FEDERAL ASSURANCES NON-CONSTRUCTION PROGRAMS

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award: and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et sq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation purchases.

PINE COUNTY REQUEST FOR BOARD ACTION

Requested Board Date: September 3, 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>	 8-22-2013 Department Head Signature Date

Item for Discussion: (one form per item)

The Pine County Sheriff requests that the Pine County Board of Commissioners approve this agreement between Pine County and the State of Minnesota.

This agreement allows Pine County to place new paging equipment at State radio tower in Duxbury.

The State will invoice Pine County 300.00 dollars a year as part of this agreement.

Request the Pine County Board of Commissioners approve this contract.

Board Action Requested: (Attach additional pages if needed)

Supporting Documents: Attached None



Minnesota Department of Transportation

Office of Electronic Communications

Mailstop 730
1500 West County Road B2
Roseville, Minnesota 55113-3174
651-234-7968

August 15, 2013

Pine County Sheriff's Office
Sheriff Robin K. Cole
635 Northridge Dr. NW, Suite 100
Pine City, MN 55063

Re: State of Minnesota Communications Facility
Use Agreement #04409 Duxbury Tower

Sheriff Robin K. Cole:

Please find enclosed three copies of the State of Minnesota, Communications Facility Use Agreement listed above. Review the attached documents carefully. Sign all copies, and return two copies to me at the following address. Please retain one copy for your records.

Thank you.

Sincerely,

A handwritten signature in cursive script that reads 'Kathy Karels'.

Kathy Karels
Office of Electronic Communications
1500 W. County Rd. B2, MS 730
Roseville, MN 55113
651-234-7968

STATE OF MINNESOTA
COMMUNICATIONS FACILITY
USE AGREEMENT

Agreement #04409
Duxbury Tower

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

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

WHEREAS, the State of Minnesota owns and the Commissioner of Transportation has custodial responsibility for a communications tower, shelter, and land on which the tower is located, herein referred to respectively as the "Communications Facility," located at 60449 Duxbury Rd. near the City of Duxbury, which is more fully described in Exhibit A2, attached hereto, and

WHEREAS, MN/DOT has determined that said tower and shelter have excess capacity which is surplus to its needs and MN/DOT is willing and able to provide space on the Tower and in Shelter to COUNTY under certain terms and conditions, and

WHEREAS COUNTY requires space on this Tower and in Shelter to install and maintain COUNTY'S communications equipment as described in the attached Exhibit B1.

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

1. **COMMUNICATIONS FACILITY**

MN/DOT grants and COUNTY accepts this "Agreement" for the use of Antenna space and shelter space on or within Mn/DOT's **Duxbury Communications Facility** located in the County of Pine, Minnesota, more fully described on attached Exhibit A2.

2. **TERM**

The term of this Agreement is for ten (10) years, commencing on October 1, 2013, and expiring September 30, 2023

- 2.1 This Agreement shall renew automatically on the expiration date at the same terms and conditions as described herein, unless otherwise terminated by one or both parties as set forth in paragraphs 2.2 and 5 of this Agreement.
- 2.2 In the event that either party elects not to renew this Agreement or renegotiate the terms of the agreement before the expiration date, that party shall give written notice to the other party informing that they wish to terminate or renegotiate the Agreement. Said notice must be received forty-five (45) days prior to the expiration date.

3. USE

- 3.1 Mn/DOT hereby grants COUNTY a non-exclusive right to install, use and maintain COUNTY'S communications equipment on the Communications Facility, subject to the terms and conditions described herein. Mn/DOT reserves the right to allow Mn/DOT'S Property to be used by others and make additions, deletions and modifications to Mn/DOT'S communications equipment, if any, located on Mn/DOT'S Property.
- 3.2 Placement of Antenna(s): COUNTY shall, at COUNTY'S expense, mount COUNTY'S antenna(s) only in such location(s) on the Communications Tower as described in **Exhibit B1**, attached hereto.
- 3.3 Placement of Communications Equipment: COUNTY shall, at COUNTY'S expense, locate and install their Communications Equipment only in such location(s) inside Mn/DOT's shelter as described in **Exhibit B3** and conform to the installation instructions in **Exhibit B3**.
- 3.4 COUNTY may not add additional equipment or antennas from that described in **Exhibits B1**, attached hereto without the written approval of Mn/DOT, which shall be granted only in the form of a written amendment hereto.

4. ELECTRICAL SERVICES FEE

- 4.1 COUNTY agrees to pay to Mn/DOT for one (1) base station(s), for the Term of the Agreement the sum of three hundred dollars and zero cents (\$300.00), payable annually. Rates applied as noted below:

1 to 2 Stations	= \$300.00 per year
3 to 4 Stations	= \$400.00 per year
5 or more Stations	= \$500.00 per year
- 4.2 If this Agreement is terminated at any time other than on the first day of a month, the fee shall be prorated, beginning on the first day of the next month, as of the date of termination, and all prepaid fees shall be reimbursed to COUNTY.

- 4.3 COUNTY agrees to pay Mn/DOT the ANNUAL fee set forth above upon execution of this Agreement, and then annually upon receiving an invoice on anniversary date of this Agreement. Payment will be mailed or delivered to the address provided below unless otherwise instructed on the invoice:

Minnesota Department of Transportation
Financial Operation MS 215
395 John Ireland Blvd.
St. Paul, MN 55115-1899

All correspondence and telephone calls concerning billing issues should be directed to the address provided above.

5. TERMINATION

- 5.1 COUNTY may terminate this Agreement for any reason at any time upon giving thirty (30) days written notice of such termination to the Mn/DOT.
- 5.2 COUNTY may terminate this Agreement if COUNTY is unable to obtain the required governmental and Federal Communications Commission approvals to operate at the Communications Facility.
- 5.3 Mn/DOT may terminate this Agreement for the following reasons:
- a. In the event of any failure of COUNTY to pay any fee due under this Cooperative Agreement within a reasonable amount of time. Or, any failure to perform any other of the terms, and conditions of this Agreement to be observed or performed by COUNTY for more than thirty (30) days after written notice of such default has been given to COUNTY. Upon such termination, COUNTY shall quit and surrender the Communications Facility to Mn/DOT; and by such repossession, Mn/DOT shall not be deemed to have waived its right (if any) to collect fees due (if any) from COUNTY hereunder or to enforce the other obligations of COUNTY hereunder.
 - b. Property is needed for governmental services, including but not limited to: tower space, shelter space, ground space, Highway requirements, or other required governmental services.
- 5.4 Upon termination, COUNTY shall have one hundred eighty (180) days from the date of delivery of notice of termination to remove all of COUNTY'S equipment from the Communications Facility and MN/DOT'S Property. COUNTY'S failure to remove such equipment within one hundred eighty (180) days of expiration or termination of this Cooperative Agreement shall be deemed to be abandonment of the improvements and Mn/DOT may possess, remove and dispose of the equipment at will and charge COUNTY for the reasonable cost of removal and disposal thereof.

- 5.5 Upon termination and at Mn/DOT'S written request, COUNTY shall restore any painted surfaces disturbed by COUNTY'S occupancy to their original condition.
- 5.6 Mn/DOT and COUNTY hereby agree that COUNTY shall not be reimbursed by Mn/DOT for any investment or expense incurred by COUNTY as a result of this Agreement upon termination of the Agreement.

6. DUTIES OF MN/DOT

- 6.1 Mn/DOT shall provide for the general maintenance of Mn/DOT'S Property, and Communications Facility, including obstruction lights, if any, inspections and any other measures necessary to maintain the safety and utility of Mn/DOT'S Property. Mn/DOT agrees to maintain Mn/DOT'S Property in strict accordance with all local, state and federal rules and regulations. This shall include, but not be limited to, weed control, tower lights, tower lighting alarm system, lighting monitoring and any other FCC or FAA mandated codes.
- 6.2 Mn/DOT shall, upon execution of this Agreement, provide COUNTY with the name, address and telephone numbers of Mn/DOT'S Authorized Agent, who shall be COUNTY'S day-to-day contact person for resolution of equipment issues and other technical issues that may arise during the term of the Agreement. This information is also provided in **Exhibit C** attached hereto.
- 6.3 Mn/DOT hereby grants to COUNTY non-exclusive right of access to the Communications Facility as necessary to install and maintain COUNTY'S equipment.
- 6.4 Mn/DOT shall provide COUNTY with a method of access to the Communications Facility as described in **Exhibit C**, attached hereto.
- 6.5 Mn/DOT shall furnish and provide electrical services, including emergency back-up power to COUNTY for its use.
- 6.6 Mn/DOT hereby grants to COUNTY easement rights to connect to services that are available from third party vendors.
- 6.7 Mn/DOT shall approve all electrical and telephone wiring routes inside Mn/DOT'S shelter prior to installation by COUNTY or COUNTY'S contractors, which approval shall not be unreasonably withheld.
- 6.8 Mn/DOT shall have no liability to COUNTY for interruptions of electricity or telephone service by third party vendors or any other interruptions beyond Mn/DOT'S direct control.

7. DUTIES OF COUNTY

- 7.1 COUNTY warrants that COUNTY'S use of the Communications Facility shall not interfere with any of Mn/DOT'S communications equipment or any other users that are on Mn/DOT'S Property prior to the effective date of this Cooperative Agreement. In the event there is interference, COUNTY shall promptly shut down that portion of its equipment causing the interference, except for intermittent testing, until the interference is corrected. If at any time there is future use of Mn/DOT'S Property by any other communications users, Mn/DOT shall have the responsibility to order the operator of the newly-added equipment to shut down that portion of its equipment causing the interference, except for intermittent testing, until the interference is corrected.
- 7.2 COUNTY shall in no way alter, disrupt, modify or damage existing drainage patterns and systems affecting the Communications Facility.
- 7.3 COUNTY, its employees, contractors or consultants shall not perform any construction or any physical modifications of the Communications Facility, including the tower and tower grounds, without first obtaining Mn/DOT'S written consent.
- 7.4 Prior to installing, replacing or modifying any equipment on the Communications Facility, COUNTY shall notify Mn/DOT'S Authorized Agent and secure written approval from Mn/DOT'S Authorized Agent to proceed.
- 7.5 All wiring shall conform to the existing wiring method used at the Communications Facility and shall conform to the National Electrical Code. COUNTY shall obtain, or require its contractors to obtain, any necessary permits from applicable units of local government.
- 7.6 COUNTY shall notify Mn/DOT'S Authorized Agent of any scheduled access or emergency access to the Communications Facility as described in **Exhibit C** "Site Access" attached hereto.
- 7.7 COUNTY shall install and maintain COUNTY'S antennas and equipment in accordance with standard engineering practices and in accordance with Mn/DOT'S technical standards, if any. COUNTY'S communications equipment shall be installed operated and maintained in conformance with 47 Code of Federal Regulations 1.1310, regulating radio frequency radiation exposure levels, and in conformance with all applicable rules and regulations established by the Federal Communications Commission.
- 7.8 COUNTY shall not cause any mechanic or materialmen's liens to be placed on Mn/DOT'S Property as a result of COUNTY'S occupancy of said Communications Facility.

7.9 COUNTY hereby agrees that COUNTY'S access to the Communications Facility shall be limited to personnel qualified to perform equipment installation, maintenance of electrical and other specialized equipment, and other work as necessary to maintain the COUNTY'S communications system in proper working order in and around the Communications Facility and tower.

8. **CHANGES TO COUNTY'S EQUIPMENT** Any future changes to COUNTY'S antenna, cabling, or related equipment, as well as any changes of wattage, frequency, or functionality of COUNTY'S equipment, whether or not said alterations affect the fees payable under this Use Agreement or require one-time payments for engineering studies, plan review, modifications to MN/DOT'S property or any other reason, shall be included herein by Amendment hereto.

9. **INSURANCE** COUNTY and Mn/DOT agree that each party, and all subcontractors, will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. COUNTY, and subcontractors, agree to maintain self insurance or acquire at its sole expense during the term of this Agreement, commercial general liability insurance.

COUNTY, and its subcontractors, agree to provide proof of insurance if requested by Mn/DOT.

10. **PERSONAL PROPERTY** Any fixtures or equipment attached to, or installed in any part of the Communications Facility by COUNTY shall remain the personal property of COUNTY with right of replacement or removal at all reasonable times during the term of this Use Agreement, or any extension thereof.

11. **DESTRUCTION OF THE COMMUNICATIONS FACILITY** If the Communications Facility is destroyed or damaged by fire, tornado, flood, civil disorder or any other cause so that the Communications Facility are rendered unusable, the electrical fee shall be abated from the date of such damage, and if MN/DOT fails to restore the Communications Facility to a safe, operational condition within thirty (30) days, this Cooperative Agreement shall be deemed terminated, thus releasing both parties of all obligations hereunder.

12. **NOTICES** All notices or communications between COUNTY and Mn/DOT shall be sent in writing to the following:

Mn/DOT:

Minnesota Department of Transportation
Office of Electronic Communications
Attn: Lease Manager
1500 West County Road B2 MS-730
Roseville, Minnesota 55113
(651) 234-7947 or (651) 234-7977

COUNTY:

Pine County Sheriff's Department
Attn: Sheriff Robin Cole
635 Northridge Dr. NW, Suite 100
Pine City, MN 55063
(320) 629-8380

13. **MODIFICATIONS/AMENDMENTS** Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by the authorized representatives of the COUNTY and Mn/DOT. This Agreement shall supersede all other oral and written agreements prior to execution of this document. IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.
-

LIST OF EXHIBITS

EXHIBIT A1: Tower Registration (ASR)

EXHIBIT A2: Location Map

EXHIBIT B1: Tower Diagram with COUNTY Antenna location

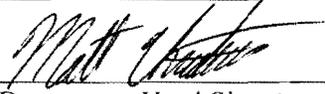
EXHIBIT B2: Compound Layout Diagram

EXHIBIT B3: Installation Instructions

EXHIBIT C: Site Access

EXHIBIT D: Statement of Structural Analysis Requirement

PINE COUNTY REQUEST FOR BOARD ACTION

Requested Board Date: 9/3/2013	Consent Agenda <i>(Please Circle)</i> <input checked="" type="radio"/> Regular Agenda Estimated Time: <i>(Please Circle)</i> <input checked="" type="radio"/> 5 Min. 10 Min. 15 Min. <small>Time needed</small> 30 Min. 45 Min. 1 hour
Department Requesting Action: <u>Administrator</u>	 Department Head Signature 8-29-13 Date

Deputy Chuck Moon has requested an extension to his leave. This would include his use of vacation/sick/comp time, county paid benefits and the holding of his Deputy position.

The county has no legal obligation to extend leave in this case.

Board Action Requested: (Attach additional pages if needed)

Consider extending Deputy Moon's leave status.

Supporting Documents: Attached:



PINE COUNTY

**County Administrator
David J. Minke**

Administrator's Office

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

Commissioners

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

To: Pine County Commissioners
From: David J. Minke, County Administrator
Date: September 3, 2013
Subject: 2014 Preliminary Levy

By September 15 of each year the board must certify a preliminary property tax levy. For 2014 the state has imposed levy limits. The Department of Revenue has now certified the county's limit—it is \$14,075,000. The law allows the county to levy debt payments outside of this limit meaning the county could levy up to \$16,353,077—an increase of \$2,278,077 or 16 percent. (1% = \$140,000)

Levy Limit	\$14,075,000
Jail bond	\$989,677
Court house bond	\$1,288,400
TOTAL	\$16,353,077

The following chart shows the debt, non-debt, and total levies since 2009.

	2009	20010	2011	2012	2013	2014
Debt	2,190,774	2,150,841	2,292,831	2,284,936	2,285,365	2,278,077
Non-debt	12,098,556	12,138,489	11,996,499	11,790,064	11,789,635	11,792,923
Total	14,289,220	14,289,330	14,289,330	14,075,000	14,075,000	14,075,000
% change		0	0	-1.5	0	0

To give an idea of the loss of purchasing power over time, the 2009 levy of \$14,289,220 would need to be \$15,558,643. This estimate is based on a cumulative inflation rate of 8.9%.

The preliminary levy is the amount used to calculate the truth in taxation notices. The board may reduce the preliminary levy, but not increase it.

The assessor's office has completed the preliminary calculation for the taxable value of property in the county (attached). Overall, property values continue to decrease, with only apartments seeing an overall increase in value. The total of new construction for 2014 is \$14,665,400.

PRELIMINARY 2014 Value & Tax Capacity Estimates (Final numbers will be different)

	<u>2013 Value</u>	<u>2014 Value</u>	<u>Change</u>	<u>2013 Tax Capacity</u>	<u>2014 Tax Capacity</u>	<u>Change</u>
Residential	1,026,934,600	828,646,250	-19.31%	8,608,445	8,316,801	-3.39%
Seasonal	470,063,100	457,963,700	-2.57%	4,672,972	4,614,090	-1.26%
Agricultural	827,894,400	745,732,350	-9.92%	6,058,340	5,996,824	-1.02%
Commercial	172,218,700	169,298,100	-1.70%	3,315,809	2,875,700	-13.27%
Apartments	<u>31,959,600</u>	<u>33,914,500</u>	<u>6.12%</u>	<u>349,222</u>	<u>371,598</u>	<u>6.41%</u>
Total	2,529,070,400	2,235,554,900	-11.61%	23,004,788	22,175,013	-3.61%