



**AGENDA**  
**PINE COUNTY BOARD MEETING**

District 1	Commissioner Hallan
District 2	Commissioner Mohr
District 3	Commissioner Chaffee
District 4	Commissioner Rossow
District 5	Commissioner Ludwig

**Tuesday, February 3, 2015, 10:00 a.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 on items not on the agenda. Each speaker should state his/her name and limit comments to three (3) minutes.
- D) Adopt Agenda
- E) Approve Minutes of January 20, 2015 County Board Meeting and Summary for publication.
- F) Approve Minutes of January 20, 2015 Special Meeting City-County Relations.
- G) Approve Minutes of January 27, 2015 Special Meeting – Strategic Planning.
- H) Minutes of Boards, Committees and Correspondence
  - Pine County Land Surveyor Monthly Report – January 2015
  - Soil & Water Conservation District Board Meeting – January 8, 2015
- I) Approve Consent Items

**CONSENT AGENDA**

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

**1. January, 2015 Disbursements**

Disbursements Journal Report, January 1, 2015 – January 31, 2015.

**2. Application for Abatement**

Consider Application for Abatement for Morlin & Carol Kinnaman, 34016 Lake Town Road, Sturgeon Lake, PID 33.0558.000, pay 2014; and Dennis & Glenda Gerold, 13088 River Island Road, Pine City, PID 26.0580.003, pay 2014.

**3. Application for Exempt Permit**

Consider Application for Exempt Permit for the Finlayson Giese Sportsmen, Inc. to conduct Minnesota lawful gambling on May 30, 2015 at the Finlayson Giese Sportsmen Club Building, 70172 Norway Spruce Road, Finlayson (Pine Lake Twp).

4. **2015 Waste Hauler Licenses**

Consider approval of 2015 waste hauler licenses for the following: Curt's Roll-Off's – Pine City, J & D Roll-Offs – Brook Park, and Matt's Sanitation – Hinckley and authorize Board Chair to sign.

5. **Human Resources Contracts with Cities of Pine City, Hinckley and Sandstone**

Consider approval of three (3) Human Resources Consulting Services Agreement Between the cities of Pine City, Hinckley and Sandstone and the County of Pine and approve Board Chair and County Administrator to sign.

6. **New Hire**

- A. Authorize the hiring of a qualified candidate to fill the Social Worker position in the Adult Social Services Unit. The proposed name, salary and start date for this position will be provided to the Board at the board meeting, or sooner if possible.
- B. Authorize the hiring of a qualified candidate to fill the Social Worker position in the Adult Social Services Unit. The proposed name, salary and start date for this position will be provided to the Board at the board meeting, or sooner if possible.

7. **Training**

- A. Consider Commissioners Steve Hallan, Josh Mohr, Steve Chaffee, Curt Rossow and Matt Ludwig, and County Administrator David Minke to attend the Joint Legislative Conference, March 4-5, 2015, St. Paul. Registration: \$225 per person, total registration: \$1,350; Lodging, \$141 per night, total lodging: \$1,692 plus tax. Funds are available in the 2015 budget.
- B. Consider County Administrator David Minke to attend Ehlers Minnesota Public Finance Seminar, February 5-6, 2015, Brooklyn Park. Registration: \$275. Funds are available in the 2015 Administrator's Office budget.

**REGULAR AGENDA**

1. **Technology Committee**

The Technology Committee met January 20, 2015. Minutes attached. Informational purposes only. No board action necessary.

2. **Withdrawal of Land from Memorial Forest**

Consider approval of Resolution 2015-06 to Establish Standards for Withdrawal of Land from Memorial Forest Designation and authorize Board Chair and County Administrator to sign.

3. **Final Payment – Redstone Construction**

Consider approval of final payment to Redstone Construction in the amount of \$36,119.41 for Contract 1204 related to: SAP 058-640-011 Bridge Replacement Located on CSAH 40 Between CR 150 and CSAH 41 and authorize County Administrator to sign Certificate of Final Contract Acceptance.

4. **Commissioner Updates**

Special Meeting - City-County Relations Meeting -- set meeting for April, 2015  
Kanabec/Pine Community Health Board  
Arrowhead Counties Association  
Meeting with Mille Lacs Band  
NE MN Regional Radio Board  
Extension Committee  
Snake River Watershed Joint Powers Board  
Lakes and Pines CAC

Commissioner Updates (continued)  
Special Meeting – Strategic Planning  
Land Advisory Committee  
NLX  
Law Library  
Central Regional EMS Committee  
Newly Elected County Official Training  
Other

5. **Other**

6. **Upcoming Meetings (Subject to Change)**

- a. **Pine County Board Meeting, Tuesday, February 3, 2015, 10:00 a.m.**, Public Health Building, Sandstone, Minnesota.
- b. **Facilities Committee, Wednesday, February 4, 2015, 9:00 a.m.**, Commissioners Conference Room, Pine County Courthouse, Pine City, Minnesota.
- c. **Pine County Law Library, Wednesday, February 4, 2015, 12:00 p.m.**, Law Library (2<sup>nd</sup> floor), Pine County Courthouse, Pine City, Minnesota.
- d. **East Central Regional Juvenile Center (ECRJC) Advisory Committee, Thursday, February 5, 2015, 12:00 p.m.**, ECRJC, 7565 Fourth Avenue, Lino Lakes, Minnesota.
- e. **Soil & Water Conservation District, Monday, February 5, 2015, 3:00 p.m.**, Public Health Building, Sandstone, Minnesota.
- f. **East Central Solid Waste Commission (ECSWC), Monday, February 9, 2015, 9:00 a.m.**, 1756 180<sup>th</sup> St., Mora, Minnesota.
- g. **East Central Regional Library Board, Monday, February 9, 2015, 9:30 a.m.**, 244 So. Birch Street, Cambridge, Minnesota.
- h. **Personnel Committee, Tuesday, February 10, 2015, 9:00 a.m.**, Commissioners Conference Room, Pine County Courthouse, Pine City, Minnesota.
- i. **Technology Committee, Tuesday, February 17, 2015, 8:30 a.m.**, Commissioners Conference Room, Pine County Courthouse, Pine City, Minnesota.
- j. **Pine County Board of Commissioners, Tuesday, February 17, 2015, 10:00 a.m.**, Board Room, Pine County Courthouse, Pine City, Minnesota.

7. **Adjourn**

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

**Tuesday, January 20, 2015, 10:00 a.m.**  
**Board Room, Pine County Courthouse, Pine City, Minnesota**

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

The Pledge of Allegiance was said.

Chair Hallan called for public comment. Terry Neitzel commented on the return of a firearm.

Commissioner Chaffee moved to approve the Agenda. Second by Commissioner Ludwig. Motion carried 5-0.

Commissioner Chaffee moved to approve the Minutes of the January 6, 2015 county board meeting and Summary for publication. Second by Commissioner Mohr. Motion carried 5-0.

**Minutes of Boards, Committees and Correspondence**

Pine County Soil & Water Conservation District Board Meeting Minutes – December 4, 2014

East Central Regional Library Board Minutes – December 15, 2014

Commissioner Rossow moved to acknowledge the Minutes of Boards, Committees and Correspondence. Second by Commissioner Chaffee. Motion carried 5-0.

Commissioner Chaffee moved to approve the Consent Agenda. Second by Commissioner Mohr. Motion carried 5-0.

**CONSENT AGENDA**

**1. Review December, 2014 Cash Balance**

Approve:

<b>Fund</b>	<b>December 31, 2013</b>	<b>December 31, 2014</b>	<b>Increase(Decrease)</b>
General Fund	2,539,821.50	3,661,974.35	1,122,152.85
Health and Human Services Fund	841,647.00	308,137.69	(533,509.31)
Road and Bridge Fund	2,078,182.32	1,571,228.77	(506,953.55)
Land Management Fund	1,838,948.89	2,089,547.86	250,598.97
<b>TOTAL (inc non- major funds)</b>	<b>9,550,362.46</b>	<b>9,858,890.57</b>	<b>308,528.11</b>

**2. Applications for Abatement**

Approve:

Barbara Cepress, 18367 Lakeview Loop, Pine City, PID 28.8900.005, pay 2014.

Dorothy Brant, 30785 State Hwy. 48, Hinckley, PID 03.0252.000, pay 2014.

**3. Tobacco License**

Approve Application for 2015 Tobacco License for Mainstreet Milkhouse.

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

Approve Resolution 2015-05 for Repurchase of Tax Forfeited Land-10 Year Contract, Luebbert Lands, LLC, PID 34.0025.001, and authorize Board Chair and County Auditor to sign.

**5. Application for Exempt Permit**

Approve Application for Exempt Permit for the Kerrick Firefighters Relief Association to conduct Minnesota lawful gambling on February 14, 2015 at the South end of Oak Lake, adjacent to the public access (Kerrick Twp.).

**6. 2015 Waste Hauler Licenses**

Approve 2015 waste hauler licenses for the following: Hartl Enterprises (dba Ron's Roll Off's)-Hinckley, Mike's Sanitation-Sturgeon Lake, Nordstrom's Sanitation-Moose Lake, Pine County STS-Pine City, Pine Habilitation and Supported Employment, Inc. (PHASE)-Sandstone, Terry's Disposal-Harris, Veit Disposal Systems-Rogers and authorize Board Chair to sign.

**7. Personnel (Full-Time Status/Completion of Probationary Period)**

Approve full-time status for Social Worker Kristen Radzak-Schroeder, effective January 7, 2015.

**8. Training**

Approve County Recorder Tamara Tricas to attend the Minnesota Association of County Officers (MACO) training (vital statistics session/Feb. 3, 2015 and Feb. 5, 2015/all day), Bloomington. Registration \$150, plus mileage.

**REGULAR AGENDA**

**1. Recognition of Retirement – Kevin Newman**

Chair Hallan presented Building Supervisor Kevin Newman with a retirement clock and thanked him for his 39 years of service to Pine County.

**2. Personnel Committee**

The Personnel Committee met January 13, 2015 and made the following recommendations:

PCSO:

- i. Recognize the appointment of Paul Widenstrom as Chief Deputy and set the 2015 Chief Deputy pay at \$70,000 effective January 5, 2015.
- ii. Approve the hiring of two (2) part-time dispatchers; dispatcher staff review to be revisited at the July, 2015 Personnel Committee meeting.

Jail:

- i. Recommend the hiring of one (1) part-time Court Security Officer.

Health & Human Services

- i. Recognize the resignation of Social Worker Beth Pierson and approve backfill.

Veteran/Land

- i. Recognize the resignation of Land/Veterans Secretary Kelly Spinler and approve backfill.

Administrator

- i. Approve back pay for 2014 non-union and previously settled union contracts insurance contributions based on updated county offering.

- ii. Approve professional services contract with Erika Fornengo to contract for duties of payroll clerk.
- iii. Recognize the retirement of Building Maintenance Supervisor Kevin Newman effective January 30, 2015.

Other items are for informational purposes only.

Commissioner Chaffee provided an overview of the Personnel Committee meeting.

Discussion was held regarding land/veterans secretary position. Discussion was held regarding the unpaid leave request of Jeff Nelson in accordance with Minnesota Statute §3.088. County Attorney Reese Frederickson explained the legalities and stated Sheriff Nelson may return to his previous position as Chief Deputy and subsequently cannot be removed from that position for one year. Sheriff Nelson explained his position for the request.

**Motion** by Commissioner Chaffee to approve the recommendations of the Personnel Committee, including the leave of absence request by Jeff Nelson. Second by Commissioner Rossow. Motion carried 5-0.

### **3. Snake River Watershed Citizen Advisory Committee Appointments**

**Motion** by Commissioner Ludwig to appoint Tom Swaim (SWCD Supervisor), Doug Odegard (SWCD Supervisor-Alternate), Dean Yorston (Cross Lake Association) and Al Johnson (Pokegama Lake Association) to the Snake River Watershed Management Board, Citizen Advisory Committee for a three-year term, January 1, 2015 through December 31, 2017. Second by Commissioner Mohr. Motion carried 5-0.

### **4. Riverwood Center Bankruptcy**

County Attorney Reese Frederickson provided an overview of the Settlement Agreement with the bankruptcy trustee regarding Five County Mental Health Centers d/b/a Riverwood Centers. Pine County will pay \$17,603.40 to the bankruptcy trustee for payments withheld from Riverwood Centers for the months of February and 17 days of March, 2014. The county will maintain the claim for \$66,639 against Riverwood and both parties will give up any litigation rights. The \$17,603.49 payment is eligible for reimbursement from the State of Minnesota and no county levy funds will be used.

**Motion** by Commissioner Rossow to approve the Settlement Agreement with the bankruptcy trustee regarding Five County Mental Health Centers d/b/a Riverwood Centers and payment of \$17,603.40 to the bankruptcy trustee and authorize County Administrator to sign. Second by Commissioner Chaffee. Motion carried 5-0.

### **5. Lead County Agreement with Jennifer White**

Health & Human Services Director Becky Foss explained the mandated clinical supervision of child and adult mental health case managers and social workers. Health & Human Services has contacted with Jennifer White to facilitate this supervision after the closure of Riverwood Centers. This contract term is January 1, 2015 through June 30, 2015.

**Motion** by Commissioner Chaffee to approve the Lead County Agreement with Jennifer White for a contract term of January 1, 2015 through June 30, 2015. Second by Commissioner Ludwig. Motion carried 5-0.

### **6. Out-of-Home Placement Update**

Health and Human Services Director Becky Foss provided an out-of-home placement update.

**7. Economic Development**

David Unmacht, Springsted Incorporated presented the first draft of the Economic Development Strategic Planning report. Discussion was held regarding staffing for economic development, overseeing the process, and county goals. It was a consensus of the board to schedule a Special Meeting-Committee of the Whole on February 24, 2015 at 9:00 a.m. to consider economic development and other topics.

**8. Commissioner Update**

Soil & Water Conservation District: Commissioner Ludwig stated discussion was held as to the water plan and interviewing of the water management position.

East Central Solid Waste Commission: Commissioner Hallan stated discussion was held regarding the development process for the new cell.

East Central Regional Library Board: Commissioner Chaffee stated Ceci Cross-Maser will be retiring this spring.

Pine County Methamphetamine Task Force: Commissioner Rossow stated authorization was given for monies to be distributed to schools.

Rush Line Corridor Task Force: No report.

Mille Lacs Band State of the Band Address: Chair Hallan said a good contingency from Pine County attended and it was an interesting meeting.

**9. Other**

None.

**10. Upcoming Meetings**

Upcoming meetings were reviewed.

**11. Adjourn**

With no further business, Chair Hallan adjourned the county board meeting at 11:17 a.m. The next regular meeting of the county board is scheduled for February 3, 2015 at 10:00 a.m. at the Public Health Building, Sandstone, Minnesota.

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Stephen M. Hallan, Chair  
Board of Commissioners

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David J. Minke, Administrator  
Clerk to County Board

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

**Tuesday, January 20, 2015, 10:00 a.m.  
Board Room, Pine County Courthouse, Pine City, Minnesota**

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

The Pledge of Allegiance was said.

Chair Hallan called for public comment. Terry Neitzel commented on the return of a firearm.

Commissioner Chaffee moved to approve the Agenda. Second by Commissioner Ludwig. Motion carried 5-0.

Commissioner Chaffee moved to approve the Minutes of the January 6, 2015 county board meeting and Summary for publication. Second by Commissioner Mohr. Motion carried 5-0.

Minutes of Boards, Committees and Correspondence

Pine County Soil & Water Conservation District Board Meeting Minutes – December 4, 2014

East Central Regional Library Board Minutes – December 15, 2014

Commissioner Rossow moved to acknowledge the Minutes of Boards, Committees and Correspondence. Second by Commissioner Chaffee. Motion carried 5-0.

Commissioner Chaffee moved to approve the Consent Agenda. Second by Commissioner Mohr. Motion carried 5-0.

Approve:

<b>Fund</b>	<b>December 31, 2013</b>	<b>December 31, 2014</b>	<b>Increase(Decrease)</b>
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Approve full-time status for Social Worker Kristen Radzak-Schroeder, effective January 7, 2015.

Approve County Recorder Tamara Tricas to attend the Minnesota Association of County Officers training (vital statistics session/Feb. 3, 2015 and Feb. 5, 2015/all day), Bloomington. Registration \$150, plus mileage.

The Personnel Committee met January 13, 2015 and made the following recommendations:

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- ii. Approve the hiring of two (2) part-time dispatchers; dispatcher staff review to be revisited at the July, 2015 Personnel Committee meeting.

Jail:

- i. Recommend the hiring of one (1) part-time Court Security Officer.

Health & Human Services

- i. Recognize the resignation of Social Worker Beth Pierson and approve backfill.

Veteran/Land

- i. Recognize the resignation of Land/Veterans Secretary Kelly Spinler and approve backfill.

Administrator

- i. Approve back pay for 2014 non-union and previously settled union contracts insurance contributions based on updated county offering.
- ii. Approve professional services contract with Erika Fornengo to contract for duties of payroll clerk.
- iii. Recognize the retirement of Building Maintenance Supervisor Kevin Newman effective January 30, 2015.

**Motion** by Commissioner Chaffee to approve the recommendations of the Personnel Committee, including the leave of absence request by Jeff Nelson. Second by Commissioner Rossow. Motion carried 5-0.

**Motion** by Commissioner Ludwig to appoint Tom Swaim (SWCD Supervisor), Doug Odegard (SWCD Supervisor-Alternate), Dean Yorston (Cross Lake Association) and Al Johnson (Pokegama Lake Association) to the Snake River Watershed Management Board, Citizen Advisory Committee for a three-year term, January 1, 2015 through December 31, 2017. Second by Commissioner Mohr. Motion carried 5-0.

**Motion** by Commissioner Rossow to approve the Settlement Agreement with the bankruptcy trustee regarding Five County Mental Health Centers d/b/a Riverwood Centers and payment of \$17,603.40 to the bankruptcy trustee and authorize County Administrator to sign. Second by Commissioner Chaffee. Motion carried 5-0.

**Motion** by Commissioner Chaffee to approve the Lead County Agreement with Jennifer White for a contract term of January 1, 2015 through June 30, 2015. Second by Commissioner Ludwig. Motion carried 5-0.

It was a consensus of the board to schedule a Special Meeting-Committee of the Whole on February 24, 2015 at 9:00 a.m. to consider economic development and other topics.

With no further business, Chair Hallan adjourned the county board meeting at 11:17 a.m. The next regular meeting of the county board is scheduled for February 3, 2015 at 10:00 a.m. at the Public Health Building, Sandstone, Minnesota.

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Stephen M. Hallan, Chair  
Board of Commissioners

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David J. Minke, Administrator  
Clerk to County Board

**MINUTES OF PINE COUNTY BOARD MEETING  
Special Meeting – City-County Relations**

**Tuesday, January 20, 2015, 7:00 p.m.  
Pine County Courthouse, Pine City, Minnesota**

Chair Hallan called the meeting to order at 7:00 p.m. Present were Commissioners Josh Mohr, Steve Chaffee and Matt Ludwig. Also present were County Attorney Reese Frederickson, County Sheriff Jeff Nelson, and, County Administrator David Minke.

Also present were elected representatives from the cities of Finlayson, Hinckley, Pine City, Sandstone, Sturgeon Lake, and Willow River.

The pledge of allegiance was said.

Those present introduced themselves.

The groups discussed issues of mutual interest including the county sewer ordinance, beacon website, economic development, ATVs and blight enforcement.

It was the consensus of the group to meet periodically with the next meeting to be scheduled for April, 2015. Future topics to include: blight, household hazardous waste, misdemeanor prosecution, ATVs and legislative issues.

With no further business, Chair Hallan adjourned the meeting at 8:45 p.m.

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Stephen M. Hallan, Chair  
Pine County Board of Commissioners

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David J. Minke, County Administrator  
Clerk to Pine County Board of Commissioners

**MINUTES OF PINE COUNTY BOARD MEETING  
Special Meeting – Strategic Planning**

**Tuesday, January 27, 2015, 9:00 a.m.  
Pine County Courthouse, Pine City, Minnesota**

Chair Hallan called the meeting to order at 9:00 a.m. Present were Commissioners Josh Mohr, Steve Chaffee Curt Rossow and Matt Ludwig. Also present were County Attorney Reese Frederickson, County Sheriff Jeff Nelson, and, County Administrator David Minke.

The commissioners discussed the noise ordinance and requested County Attorney Frederickson continue to work on the draft and bring it back to the board for further review/discussion.

The following department representatives provided an overview of Strengths, Weaknesses, Opportunities, and Threats for their departments:

Land Services Department	Kelly Schroeder
Highway/Public Works	Mark LeBrun
Health and Human Services	Beth Jarvis
Attorney's Office	Reese Frederickson
Sheriff's Office	Paul Widenstrom
Administration	David Minke

At 12:15 p.m. Chair Hallan called a recess for lunch.

The board reconvened at 1:15 p.m.

The board discussed its goals and requested the county administrator refine them and circulate the proposed goals for consideration with further follow up at the February 24, 2015 Special Meeting/Committee of the Whole meeting.

With no further business the meeting was adjourned at 3:15 p.m.

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Stephen M. Hallan, Chair  
Pine County Board of Commissioners

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David J. Minke, County Administrator  
Clerk to Pine County Board of Commissioners



# 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

January 2015

CSAH 39, T44N R20W, search for, tie out and GPS PLSS corners, search for and GPS private corners, update files.

T38N R20W Section 28, search for, set, tie out and GPS PLSS corner, set additional points on the boundaries of Pine County gravel pit lands, update files.

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

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 as needed.

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

Robin T. Mathews, Pine County Surveyor

Monthly Report January 2015.doc



Pine County  
**Soil & Water**  
CONSERVATION DISTRICT

**BOARD MEETING MINUTES**  
January 8, 2015

The Pine County Soil and Water Conservation District Board of Supervisors held their monthly meeting on Thursday, January 8, 2015.

**Members Present:**

Doug Odegard  
Jerry Telker  
Tom Swaim

**Others Present:**

Jill Carlier, District Manager  
Herman Bartsch, NRCS SC

**Members Absent:** Joe Luedtke, Skip Thomson

**CALL TO ORDER:** Carlier called the meeting to order at 3:00 p.m.

**PUBLIC COMMENT:** *none.*

**ELECTION OF OFFICERS:**

Motion by Telker to nominate Odegard as chairman for 2015.

Motion failed due to lack of a second.

Motion by Swaim, seconded by Odegard to approve the officers for 2014 as follows:

Chairman: Skip Thomson  
Vice Chair: Tom Swaim  
Secretary: Doug Odegard  
Treasurer: Jerry Telker  
Public Relations: Joe Luedtke

*Motion carried*

**REVIEW OF COMMITTEE ASSIGNMENTS:**

New Committee Assignments:

Snake River Watershed: Tom Swaim, alternate Doug Odegard

TSA III: Doug Odegard, alternate Skip Thomson

MN Forestry: Skip Thomson, alternate Jerry Telker

Wetland TEP: Tom Swaim, alternate Skip Thomson

Personnel: Tom Swaim, Doug Odegard

East Central Forest Landscape: Doug Odegard, alternate Jerry Telker

Policy Committee: Tom Swaim, Jerry Telker

Budget Committee: Jerry Telker, Skip Thomson

Traveling Board Mtg Committee: All Board Members

Floating Committee Member: Skip Thomson

Motion by Telker, seconded by Odegard to approve the 2015 Committee Assignments.

*Motion carried*

**DESIGNATE DEPOSITORIES:**

Carlier stated the current depositories are Woodlands National Bank and Northview Bank.

Motion by Telker, seconded by Odegard to designate the depositories for 2015 as Woodlands National Bank and Northview Bank.

*Motion carried*

**APPROVAL OF AGENDA:**

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

*Motion carried*

**DECEMBER MINUTES:**

Motion by Telker, seconded by Odegard to approve the December minutes.

*Motion carried*

**DECEMBER FINANCIAL STATEMENTS AND PAYMENTS OF BILLS:**

Motion by Odegard, seconded by Telker to approve the December financials and payment of bills including two \$7,500 transfer.

*Motion carried*

**STAFF/SUPERVISOR REPORTS:**

**Wetlands & Grants:**

*No WCA issues for approval.*

*No grant issues for discussion.*

**Water Management:**

- There will be a water plan task force meeting on January 15<sup>th</sup> at 1:30. The plan was dramatically revised after several discussions with BWSR. Carlier is hopeful the plan will be approved at the January 15<sup>th</sup> meeting, so it can continue through the approval process.

**Forestry:**

- No meeting last month. The next meeting will be in January.
- Carlier presented an invoice for 2014 Forestry Association Dues.

Motion by Telker, seconded by Odegard to approve the 2014 Forestry Assoc Dues of \$60.

*Motion carried*

**East Central Forest Landscape:**

- No meeting last month.

**TSA III**

- The next meeting will be on January 28<sup>th</sup>.

**Snake River Citizen Advisory Committee:**

- The next meeting will be on January 26<sup>th</sup>.

**Exploratory**

- No meetings last month.

**Personnel**

- Carlier stated we have 19 resumes. There was discussion about sending applicants a letter outlining our current status with hours/pay/benefits, and asking them if they are still interested in applying.
- Casey Thiel (Chisago SWCD) and Brad Matlack (Carlton SWCD) will help with interviews

**Policy/Budget**

- No meetings last month.

**Trees:**

- Tree orders are coming in.

**Envirothon**

- Will be the first Monday in May at Cloquet Forestry Center.
- Carlier is setting up judges and presenters.

**Newsletter**

- Should start going out in the mail the first week in February.

**DISTRICT CONSERVATIONIST REPORT:**

Bartsch handed out a report with their activities on it. CSP renewals are complete. There were 11 renewals and they were all funded in the renewal process. Working on a pit closure. Will be attending a 2-day EQIP training.

*Bartsch left the meeting.*

**STATE COST SHARE:**

Nothing this month.

**CLEAN WATER GRANT:**

Nothing this month.

**2014 CWG Applications:** No word on the applications yet. The list should be out at the end of the month.

**2015 ANNUAL PLAN:**

Carlier asked the board about approving the Annual Plan, but stated that until we find out about our budget and grants, we might want to hold off a month.

Consensus was to hold off on approving the Annual Plan until February.

**YEAR-END FINANCIALS:**

Carlier presented the agreement with the CPA to do the year end financials at a cost of \$850.

Motion by Odegard, seconded by Telker to approve having the CPA do the year-end financials at a cost of \$850.

*Motion carried*

**MASWCD LEGISLATIVE DAYS AT THE CAPITOL**

Carlier stated that Legislative Days are January 26-27. Odegard, Swaim and Thomson will be attending. The cost is \$75/person plus hotel.

Motion by Telker, seconded by Odegard to approve sending Odegard, Swaim, and Thomson to Legislative Days, paying \$75/person plus hotel.

*Motion carried.*

**SHARED SERVICES AGREEMENT:**

Carlier sent a copy of an agreement in the board packs. Kanabec SWCD has a board member with a wetland project. The Kanabec board would prefer their manager not deal with this issue. Kanabec SWCD is not the LGU, but the district manager is on the TEP where he would write a restoration order. Thomson and Carlier met with representatives from Kanabec SWCD about shared services. The agreement states we will provide WCA services for Kanabec SWCD on this one specific project only. It will serve as a test to see if we want to do more shared WCA services with them.

Motion by Telker, seconded by Odegard to approve the Shared Services Agreement between Pine SWCD and Kanabec SWCD.

*Motion carried.*

**2015 MASWCD DUES:**

Carlier stated she received an invoice for \$3,148.70 for the 2015 MASWCD Dues.

Motion by Odegard, seconded by Telker to approve paying \$3,148.70 to MASWCD for 2015 dues.

*Motion carried.*

**MISC ITEMS:**

Supervisor Shirts:

Motion by Telker, seconded by Swaim to approve Carlier's vacation request.

*Motion carried.*

Special Area III Meeting: Carlier stated there will be a special meeting for Area III staff and supervisors to discuss the district funding initiative on Friday January 16. All supervisors and staff are encouraged to come.

**NEXT MEETING DATE & TIME:**

The next district board meeting will be held on Thursday, February 5, 2015 at **3:00 p.m.**

**ADJOURNMENT:**

The meeting adjourned at 4:15 p.m.

Respectfully submitted,

Doug Odegard, Secretary



# AGENDA REQUEST FORM

Date of Meeting: February 3, 2015

- County Board
  - Consent Agenda
  - Regular Agenda
- 5 mins  10 mins  15 mins  Other
- Personnel Committee
- Other \_\_\_\_\_

Agenda Item: January, 2015 Disbursements

Department: Auditor-Treasurer

*Cathy Clemer*  
Department Head signature

**Background information on Item:**

January, 2015 Disbursements

**Action Requested:**

Approval

**Financial Impact:**



DISBURSEMENTS JOURNAL REPORT G/L Months: 01/2015 - 01/2015

RECAP BY FUND

FUND	AMOUNT	NAME
1	1,032,681.26	GENERAL REVENUE FUND
12	648,158.73	HEALTH & HUMAN SERVICES
13	584,202.62	ROAD & BRIDGE FUND
22	7,152.09	LAND MANAGEMENT FUND
29	33,294.00	CHILDREN'S COLLAB (H&HS) AGENCY FUND
39	903,930.63	2005A G.O. JAIL BONDS
40	741,725.00	2012 G.O. COURTHOUSE BONDS
76	301,553.37	GROUP HEALTH INS FUND 5/1/95 (GEN)
80	8,699.50	COUNTY COLLECTIONS AGENCY FUND
82	525,548.21	TAXES AND PENALTIES AGENCY FUND
84	20,335.10	EAST CENTRAL DRUG TASK FORCE AGENCY F
	4,807,280.51	Total Disbursements

RECAP BY TYPE

TYPE	AMOUNT	NAME
1	4,152,786.98	AUD
2	654,530.53	COM
3	37.00	MVC
	4,807,280.51	Total Disbursements



## AGENDA REQUEST FORM

Date of Meeting: February 3, 2015

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

Agenda Item: Applications for abatement

Department: Auditor-Treasurer

*Cathy Clemmas*  
Department Head signature

### Background information on Item:

Morlin & Carol Kinnaman, 34016 Lake Town Rd, Sturgeon Lake, PID 33.0558.000, pay 2014  
Dennis & Glenda Gerold, 13088 River Island Rd, Pine City, PID 26.0580.003, pay 2014

### Action Requested:

Approval

### Financial Impact:

# Application for Local-Option Disaster Abatements and Credits

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

County of: Pine

Abatement # AB1433

For Taxes Levied In: 2013

And Payable In: 2014

**Applicant Information. Please type or print.**

Name <u>Morlin &amp; Carol Kinnaman</u>		Social Security number	
Mailing address (street address) <u>P.O. Box 34016 Lake Town Rd</u>		City <u>Sturgeon</u>	State <u>MN</u>
Telephone (work) <u>(218) 343-1169</u>		Telephone (home) <u>( )</u>	
Property I.D. or Parcel number (found on your property tax statement) <u>33.0558.000</u>		School District number	
Address of damaged property (if different than mailing address) <u>34016 Lake Town Rd</u>			
Legal description of property (found on your property tax statement) <u>S19 T45 R19 Part of W 1/2 of NE 1/4</u>			
Is the property homesteaded? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		How many months was the property unable to be occupied or used? Date you left property: <u>5/29/14</u> Date you returned to property: <u>will not.</u>	
Is the property located in a county designated as a disaster or emergency area? <input type="checkbox"/> Yes <input type="checkbox"/> No			

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

House fire.

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

Signature: Morlin Kinnaman

Date: 10-13-14

# Application for Local-Option Disaster Abatements and Credits

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

County of: PINE

Abatement # AB14-28

For Taxes Levied In: 2013

And Payable In: 2014

**Applicant information. Please type or print.**

Name <u>Dennis &amp; Glende Gerald</u>		Social Security number —	
Mailing address (street address) <u>13088 River Island Rd</u>		City <u>Pine City</u>	State <u>MN</u>
		Zip <u>55063</u>	
Telephone (work) <u>(612) 791-2446</u>		Telephone (home) <u>(320) 629-1150</u>	
Property I.D. or Parcel number (found on your property tax statement) <u>26.0580.003</u>		School District number <u>578</u>	
Address of damaged property (if different than mailing address) <u>13088 River Island Rd, Pine City, MN 55063</u>			
Legal description of property (found on your property tax statement) <u>South 300' of SW 1/4 of NW 1/4 Sect 36 Twp 39 Rng 21</u>			
Is the property homesteaded? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		How many months was the property unable to be occupied or used? Date you left property: <u>12/22/13</u> Date you returned to property: <u>10/15/14</u>	
Is the property located in a county designated as a disaster or emergency area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

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

House fire. Total loss and rebuild.

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

Signature: Dennis Gerald      Date: 1/6/15

*Note: Money or similar securities held by a borrower in making the above statement or in return which is required or authorized by law to be made in a state of insolvency, receivership, or bankruptcy, or otherwise, shall not be included in any statement as to any financial matter which the maker of the statement herein is liable for, he is released, unless otherwise provided by law, against, and shall not be liable for payment of a fine of not more than \$2,000.00, or both.*



## AGENDA REQUEST FORM

Date of Meeting: February 3, 2015

- County Board  
     Consent Agenda  
     Regular Agenda      5 mins.  10 mins.  15 mins.  Other
- Personnel Committee
- Other \_\_\_\_\_

Agenda Item: Application for Exempt Permit

Department: Auditor-Treasurer

*Cathy Chaves*  
Department Head signature

### Background information on Item:

Application for Exempt Permit for the Finlayson Giese Sportsmen, Inc. to conduct Minnesota lawful gambling on May 30, 2015 at the Finlayson Giese Sportsmen Club Building, 70172 Norway Spruce Rd, Finlayson (Pine Lake Twp).

### Action Requested:

Approval

### Financial Impact:

# 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 (nonrefundable)**  
 If the application is postmarked or received 30 days or more before the event, the application fee is **\$50**; otherwise the fee is **\$100**.

## Organization Information

Organization Name: **Finlayson Glese Sportsmen, Inc.** Previous Gambling Permit Number: **X-03623**

Minnesota Tax ID Number, if any: **7817580** Federal Employer ID Number (FEIN), if any: **41-1749326**

Type of Nonprofit Organization (check one):  
 Fraternal     Religious     Veterans     Other Nonprofit Organization

Mailing Address: **PO Box 18** City: **Finlayson** State and Zip: **MN** County: **Pine**

Name of Chief Executive Officer (CEO): **George Slama** Daytime Phone: **(320)233-6381** Email:

## 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:  
 Minnesota Secretary of State  
 Business Services Division  
 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. an 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):

**Finlayson Glese Sportsmen Club Building**

Address (do not use PO box): **70172 Norway Spruce Rd** City or Township: **Finlayson** Zip Code: **55735** County: **Pine**

Date(s) of activity (for raffles, indicate the date of the drawing):

**May 30, 2015**

Check each type of gambling activity that your organization will conduct:

Bingo\*     Paddiewheels\*     Pull-Tabs\*     Tipboards\*  
 Raffle (total value of raffle prizes awarded for the year: **\$6,000**)

\*Gambling equipment for bingo paper, paddiewheels, 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.mn.gov/gcb](http://www.mn.gov/gcb) and click on *Distributors* under the **LIST OF LICENSEES**, or call 651-539-1900.

**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: PINE

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 Minn. Statutes, section 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: George Slama Date: 1-19-15

Print Name: George Slama

**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 (nonrefundable). If the application is postmarked or received 30 days or more before the event, the application fee is \$50; otherwise the fee is \$100. 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.mn.gov/gcb](http://www.mn.gov/gcb).

Within 30 days of the event date, complete and return the financial report form to the Gambling Control Board. Your organization must keep all exempt raffle records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

**Questions?**

Call the Licensing Section of the Gambling Control Board at 651-539-1900.

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

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the

application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-

ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.



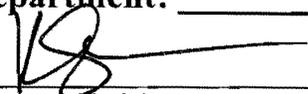
# AGENDA REQUEST FORM

Date of Meeting: February 3, 2015

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

Agenda Item: 2015 Waste Hauler Licenses

Department: Land Services

  
 \_\_\_\_\_  
 Department Head signature

### Background information on Item:

Section V, Subd. 3 of the Pine County Solid Waste Ordinance states that “No person shall collect or transport solid waste for hire without first obtaining a license from the County Board.”

Twelve business have been granted licenses at the January 6, 2015 and January 20, 2015 County Board Meetings. An additional three businesses have now applied for and met the requirements for a 2015 License for Solid Waste Collection and Transportation, as follows:

- Curt’s Roll-Off’s – Pine City
- J & D Roll-Offs – Brook Park
- Matt’s Sanitation – Hinckley

### Action Requested:

Authorize the County Board chair to sign the additional 2015 licenses.

### Financial Impact:

Any expenses relating to the regulation and licensing of the waste haulers are covered by the licensing fee of \$200.



**PINE COUNTY, MINNESOTA  
LICENSE FOR SOLID WASTE  
COLLECTION AND TRANSPORTION**

**2015**

This license is granted to Curt's Roll-Off's, 17951 Meadow View Ln, Pine City, MN 55063 according to Section V of the Pine County Solid Waste Ordinance. This license is subject to all standards and requirements within the Ordinance and is not transferrable.

Issued this 3<sup>th</sup> day of February, 2015 by the Pine County Board of Commissioners.

Pine County Solid Waste Department  
635 Northridge Dr, NW, Suite 250  
Pine City, MN 55063  
(320) 216-4220

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Chairman, Pine County Board

Expires 12/31/2015



**PINE COUNTY, MINNESOTA  
LICENSE FOR SOLID WASTE  
COLLECTION AND TRANSPORTION**

**2015**

This license is granted to J & D Roll-Offs, 15095 Mallard Rd, Brook Park, MN 55007 according to Section V of the Pine County Solid Waste Ordinance. This license is subject to all standards and requirements within the Ordinance and is not transferrable.

Issued this 3<sup>th</sup> day of February, 2015 by the Pine County Board of Commissioners.

Pine County Solid Waste Department  
635 Northridge Dr, NW, Suite 250  
Pine City, MN 55063  
(320) 216-4220

---

Chairman, Pine County Board

Expires 12/31/2015



**PINE COUNTY, MINNESOTA  
LICENSE FOR SOLID WASTE  
COLLECTION AND TRANSPORTION**

**2015**

This license is granted to Matt's Sanitation, PO Box 422, Hinckley, MN 55037 according to Section V of the Pine County Solid Waste Ordinance. This license is subject to all standards and requirements within the Ordinance and is not transferrable.

Issued this 3<sup>th</sup> day of February, 2015 by the Pine County Board of Commissioners.

Pine County Solid Waste Department  
635 Northridge Dr, NW, Suite 250  
Pine City, MN 55063  
(320) 216-4220

---

Chairman, Pine County Board

Expires 12/31/2015



# AGENDA REQUEST FORM

Date of Meeting: February 3, 2015

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

**Agenda Item:** Consider Contracts for Human Resources Consulting Services with the Cities of Pine City, Hinckley, and Sandstone

**Department:** Administration

*[Handwritten Signature]*  
Department Head signature

### Background information on Item:

In 2014 the County entered into contracts with the cities of Pine City, Hinckley, and Sandstone to provide certain human resources services on a consulting basis. The services are identified on a project-specific basis and charged at the rate of \$35.00/hour.

Sandstone and Pine City have approved the contracts.

### Action Requested:

Approve a contract for HR consulting services with the cities of Pine City, Hinckley, and Sandstone.

**Financial Impact:** The rate for services is designed to cover the direct costs associated with working for the city.

# Human Resources Consulting Services Agreement Between the City of Sandstone, Minnesota and the County of Pine, Minnesota

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015 between Pine County, Minnesota, 635 Northridge Drive NW, Pine City, Minnesota (hereinafter "County") and the City of Sandstone, (hereinafter "City").

In consideration of the mutual promises and agreements hereinafter set forth, the parties do hereby agree as follows:

1. **Human Resources Consulting Services.** City agrees to purchase from County, and County agrees to provide human resources consulting services:

The services indicated above are further explained, or limited, as follows:

- a. **Allocation of Resources.** The parties understand that the County's human resources needs come first. The County will endeavor to reasonably provide the desired services, but makes no guarantee to provide the requested consulting services.
  - b. **Description of Services.** The services may consist of traditional human resources-related services such as personnel file management, policy development, contract interpretation, recruitment, training, etc. The City and County will discuss and reach agreement including timeline, deliverables and estimated costs for services on an on-going basis. The County, its officers and employees, shall not be liable to the City or any other person for failure to furnish assistance under this agreement. The County shall notify the City as soon as reasonable if the work will take longer than expected.
  - c. For projects requiring more than an estimated five (5) hours of work, the City and County shall agree to a written description of the project, specify deliverables, and estimate the total duration and cost of the project.
2. **Payment.** County shall bill City, on a monthly basis, for work performed. The City agrees to pay County within thirty (30) days.

The following rates shall apply:

<b><u>Consulting work</u></b>	\$35 per hour (this rate shall apply to time worked by county staff and exclude travel time)
<b><u>Copies</u></b>	\$0.10/copy (B&W 8½ x 11)
	\$0.25 copy (legal or 11 x 17)
	\$1.00/copy (color)

3. **Term.** This contract shall commence on the effective date indicated above and shall expire December 31, 2015 unless terminated earlier as provided herein.
4. **Ownership.** The County shall provide final documents of work products to City. These may be in electronic format if desired by City. City shall retain ownership of final documents.

5. **Responsibilities of each Party.** County shall provide human resource consulting services. These services are not legal advice and no guarantee that any work done conforms to current applicable laws is provided. City shall be responsible to get its own legal advice on any matters it desires.
6. **Indemnification.** Except as arising from or out of the County's fault or negligence, the City agrees to indemnify and defend the County, its officials, agents, and employees against and will hold harmless the County, its officials, agents and employees from any claims expenses or damages, including attorneys' fees arising from the City's performance of its obligations pursuant to this Agreement.

Except as arising from or out of the City's fault or negligence, the County agrees to indemnify and defend the City, its officials, agents, and employees against and will hold harmless the City, its officials, agents and employees from any claims expenses or damages, including attorney's fees arising from the City's performance of its obligations pursuant to this Agreement.

7. **No Waiver.** Nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to either party, whether set forth in Minnesota Statutes §466 or otherwise.
8. **Modification.** This writing contains the entire agreement between the parties and no alterations, variations, modifications, or waivers of the provisions of this Agreement are valid unless reduced to writing, signed by both City and County, and attached hereto.
9. **Subcontracting & Assignment.** County shall not subcontract or assign any portion of this Agreement to another without prior written permission from City.
10. **Termination.** This contract may be terminated at anytime during its term by mutual agreement of the parties. Either party may terminate this Agreement by personally serving a seven (7)-day written notice of termination on the other party. Notice to City shall be served on the City Administrator, and notice to the County shall be served on the County Administrator. In the event of termination, City shall pay for work completed and County shall provide such work project as is completed until the time of termination and paid for by City.
11. **Service Contract.** This is a service agreement. The parties do not intend to undertake or create, and nothing herein shall be construed as creating, a joint powers agreement, joint venture, or joint enterprise between the parties.
12. **Independent Contractor.** It is understood, the County is an independent contractor and not an employee of the City.
13. **Data Practices.** Data provided, produced or obtained under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes §13.

The County will immediately report to the City any requests from third parties for information relating to this Agreement. The County agrees to promptly respond to inquiries from the City concerning data requests.

The City will immediately report to the County any requests from third parties for information relating to this Agreement. The City agrees to promptly respond to inquiries from the County concerning data requests.

**14. Minnesota Law Governs.** This contract shall be governed by and construed in accordance with the internal laws of the State of Minnesota. All proceedings related to this contract shall be venued in the State of Minnesota.

**15. Severability.** The provisions of this contract shall be deemed severable. If any part of this contract is rendered void, invalid, or otherwise unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this contract.

County:

City:

By: \_\_\_\_\_  
Stephen M. Hallan  
Its: County Board Chair

By: \_\_\_\_\_  
Carl Steffen  
Its: Mayor

By: \_\_\_\_\_  
David J. Minke  
Its: County Administrator

By: \_\_\_\_\_  
Sam Griffith  
Its: City Administrator

# Human Resources Consulting Services Agreement Between the City of Pine City, Minnesota and the County of Pine, Minnesota

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015 between Pine County, Minnesota, 635 Northridge Drive NW, Pine City, Minnesota (hereinafter "County") and the City of Pine City, (hereinafter "City").

In consideration of the mutual promises and agreements hereinafter set forth, the parties do hereby agree as follows:

1. **Human Resources Consulting Services.** City agrees to purchase from County, and County agrees to provide human resources consulting services:

The services indicated above are further explained, or limited, as follows:

- a. **Allocation of Resources.** The parties understand that the County's human resources needs come first. The County will endeavor to reasonably provide the desired services, but makes no guarantee to provide the requested consulting services.
  - b. **Description of Services.** The services may consist of traditional human resources-related services such as personnel file management, policy development, contract interpretation, recruitment, training, etc. The City and County will discuss and reach agreement including timeline, deliverables and estimated costs for services on an on-going basis. The County, its officers and employees, shall not be liable to the City or any other person for failure to furnish assistance under this agreement. The County shall notify the City as soon as reasonable if the work will take longer than expected.
  - c. For projects requiring more than an estimated five (5) hours of work, the City and County shall agree to a written description of the project, specify deliverables, and estimate the total duration and cost of the project.
2. **Payment.** County shall bill City, on a monthly basis, for work performed. The City agrees to pay County within thirty (30) days.

The following rates shall apply:

<b><u>Consulting work</u></b>	\$35 per hour (this rate shall apply to time worked by county staff and exclude travel time)
<b><u>Copies</u></b>	\$0.10/copy (B&W 8½ x 11)
	\$0.25 copy (legal or 11 x 17)
	\$1.00/copy (color)

3. **Term.** This contract shall commence on the effective date indicated above and shall expire December 31, 2015 unless terminated earlier as provided herein.
4. **Ownership.** The County shall provide final documents of work products to City. These may be in electronic format if desired by City. City shall retain ownership of final documents.

5. **Responsibilities of each Party.** County shall provide human resource consulting services. These services are not legal advice and no guarantee that any work done conforms to current applicable laws is provided. City shall be responsible to get its own legal advice on any matters it desires.
6. **Indemnification.** Except as arising from or out of the County's fault or negligence, the City agrees to indemnify and defend the County, its officials, agents, and employees against and will hold harmless the County, its officials, agents and employees from any claims expenses or damages, including attorneys' fees arising from the City's performance of its obligations pursuant to this Agreement.

Except as arising from or out of the City's fault or negligence, the County agrees to indemnify and defend the City, its officials, agents, and employees against and will hold harmless the City, its officials, agents and employees from any claims expenses or damages, including attorney's fees arising from the City's performance of its obligations pursuant to this Agreement.

7. **No Waiver.** Nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to either party, whether set forth in Minnesota Statutes §466 or otherwise.
8. **Modification.** This writing contains the entire agreement between the parties and no alterations, variations, modifications, or waivers of the provisions of this Agreement are valid unless reduced to writing, signed by both City and County, and attached hereto.
9. **Subcontracting & Assignment.** County shall not subcontract or assign any portion of this Agreement to another without prior written permission from City.
10. **Termination.** This contract may be terminated at anytime during its term by mutual agreement of the parties. Either party may terminate this Agreement by personally serving a seven (7)-day written notice of termination on the other party. Notice to City shall be served on the City Administrator, and notice to the County shall be served on the County Administrator. In the event of termination, City shall pay for work completed and County shall provide such work project as is completed until the time of termination and paid for by City.
11. **Service Contract.** This is a service agreement. The parties do not intend to undertake or create, and nothing herein shall be construed as creating, a joint powers agreement, joint venture, or joint enterprise between the parties.
12. **Independent Contractor.** It is understood, the County is an independent contractor and not an employee of the City.
13. **Data Practices.** Data provided, produced or obtained under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes §13.

The County will immediately report to the City any requests from third parties for information relating to this Agreement. The County agrees to promptly respond to inquiries from the City concerning data requests.

The City will immediately report to the County any requests from third parties for information relating to this Agreement. The City agrees to promptly respond to inquiries from the County concerning data requests.

**14. Minnesota Law Governs.** This contract shall be governed by and construed in accordance with the internal laws of the State of Minnesota. All proceedings related to this contract shall be venued in the State of Minnesota.

**15. Severability.** The provisions of this contract shall be deemed severable. If any part of this contract is rendered void, invalid, or otherwise unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this contract.

County:

City:

By: \_\_\_\_\_  
Stephen M. Hallan  
Its: County Board Chair

By: \_\_\_\_\_  
Carl Pederson  
Its: Mayor

By: \_\_\_\_\_  
David J. Minke  
Its: County Administrator

By: \_\_\_\_\_  
Jerry Bohnsack  
Its: Interim City Administrator

# Human Resources Consulting Services Agreement Between the City of Hinckley, Minnesota and the County of Pine, Minnesota

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015 between Pine County, Minnesota, 635 Northridge Drive NW, Pine City, Minnesota (hereinafter "County") and the City of Hinckley, (hereinafter "City").

In consideration of the mutual promises and agreements hereinafter set forth, the parties do hereby agree as follows:

1. **Human Resources Consulting Services.** City agrees to purchase from County, and County agrees to provide human resources consulting services:

The services indicated above are further explained, or limited, as follows:

- a. **Allocation of Resources.** The parties understand that the County's human resources needs come first. The County will endeavor to reasonably provide the desired services, but makes no guarantee to provide the requested consulting services.
- b. **Description of Services.** The services may consist of traditional human resources-related services such as personnel file management, policy development, contract interpretation, recruitment, training, etc. The City and County will discuss and reach agreement including timeline, deliverables and estimated costs for services on an on-going basis. The County, its officers and employees, shall not be liable to the City or any other person for failure to furnish assistance under this agreement. The County shall notify the City as soon as reasonable if the work will take longer than expected.
- c. For projects requiring more than an estimated five (5) hours of work, the City and County shall agree to a written description of the project, specify deliverables, and estimate the total duration and cost of the project.

2. **Payment.** County shall bill City, on a monthly basis, for work performed. The City agrees to pay County within thirty (30) days.

The following rates shall apply:

<b><u>Consulting work</u></b>	\$35 per hour (this rate shall apply to time worked by county staff and exclude travel time)
<b><u>Copies</u></b>	\$0.10/copy (B&W 8½ x 11)
	\$0.25 copy (legal or 11 x 17)
	\$1.00/copy (color)

3. **Term.** This contract shall commence on the effective date indicated above and shall expire December 31, 2015 unless terminated earlier as provided herein.
4. **Ownership.** The County shall provide final documents of work products to City. These may be in electronic format if desired by City. City shall retain ownership of final documents.

5. **Responsibilities of each Party.** County shall provide human resource consulting services. These services are not legal advice and no guarantee that any work done conforms to current applicable laws is provided. City shall be responsible to get its own legal advice on any matters it desires.
6. **Indemnification.** Except as arising from or out of the County's fault or negligence, the City agrees to indemnify and defend the County, its officials, agents, and employees against and will hold harmless the County, its officials, agents and employees from any claims expenses or damages, including attorneys' fees arising from the City's performance of its obligations pursuant to this Agreement.

Except as arising from or out of the City's fault or negligence, the County agrees to indemnify and defend the City, its officials, agents, and employees against and will hold harmless the City, its officials, agents and employees from any claims expenses or damages, including attorney's fees arising from the City's performance of its obligations pursuant to this Agreement.

7. **No Waiver.** Nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to either party, whether set forth in Minnesota Statutes §466 or otherwise.
8. **Modification.** This writing contains the entire agreement between the parties and no alterations, variations, modifications, or waivers of the provisions of this Agreement are valid unless reduced to writing, signed by both City and County, and attached hereto.
9. **Subcontracting & Assignment.** County shall not subcontract or assign any portion of this Agreement to another without prior written permission from City.
10. **Termination.** This contract may be terminated at anytime during its term by mutual agreement of the parties. Either party may terminate this Agreement by personally serving a seven (7)-day written notice of termination on the other party. Notice to City shall be served on the City Administrator, and notice to the County shall be served on the County Administrator. In the event of termination, City shall pay for work completed and County shall provide such work project as is completed until the time of termination and paid for by City.
11. **Service Contract.** This is a service agreement. The parties do not intend to undertake or create, and nothing herein shall be construed as creating, a joint powers agreement, joint venture, or joint enterprise between the parties.
12. **Independent Contractor.** It is understood, the County is an independent contractor and not an employee of the City.
13. **Data Practices.** Data provided, produced or obtained under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes §13.

The County will immediately report to the City any requests from third parties for information relating to this Agreement. The County agrees to promptly respond to inquiries from the City concerning data requests.

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**15. Severability.** The provisions of this contract shall be deemed severable. If any part of this contract is rendered void, invalid, or otherwise unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this contract.

County:

City:

By: \_\_\_\_\_  
Stephen M. Hallan  
Its: County Board Chair

By: \_\_\_\_\_  
Don Zeman  
Its: Mayor

By: \_\_\_\_\_  
David J. Minke  
Its: County Administrator

By: \_\_\_\_\_  
Kyle Morell  
Its: City Administrator



# AGENDA REQUEST FORM

Date of Meeting: 2/3/2015

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

**Agenda Item:** Authorize hiring of candidate for vacant social worker position

**Department:** HHS

*Rebecca Foss*  
Department Head signature

### Background information on Item:

The County Board previously authorized the hiring of a social worker to fill the vacant position caused by the transfer of Social Worker Shelly Anderson from the Adult Social Services Unit to the Children Social Services Unit (the children's social worker position was vacant due to the promotion of Beth Jarvis).

### Action Requested:

Please authorize the hiring of a qualified candidate to fill the vacant position. The proposed name, salary and start date for this position will be provided to the Board at the board meeting, or sooner, if possible.

### Financial Impact:



# AGENDA REQUEST FORM

Date of Meeting: 2/3/2015

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

**Agenda Item:** Authorize hiring of candidate for vacant social worker position

**Department:** HHS

Rebecca Foss  
Department Head signature

### Background information on Item:

At the January 20, 2015 board meeting, the County Board authorized the hiring of a social worker to fill the vacant position caused by the resignation of Beth Pierson.

### Action Requested:

Please authorize the hiring of a qualified candidate to fill the vacant position. The proposed name, salary and start date for this position will be provided to the Board at the board meeting, or sooner, if possible.

### Financial Impact:



# AGENDA REQUEST FORM

Date of Meeting: February 3, 2015

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

Agenda Item: EHLERS Mn Public Finance Seminar

Department: Administrator

  
 Department Head signature

### Background information on Item:

This is an annual financial seminar for city and county staff. This year's topics include Tax Increment Financing and other Economic Development-related topics which seem timely give the county's current direction.

### Action Requested:

Consider attendance by County Administrator David Minke to attend the EHLERS MN Public Finance Seminar, February 5 & 6, 2015, Brooklyn Park.

### Financial Impact:

Registration, \$275. Funds are available in the 2015 county administrator budget.



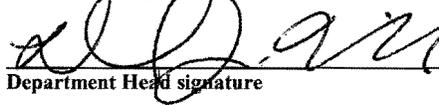
# AGENDA REQUEST FORM

Date of Meeting: February 3, 2015

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

**Agenda Item:** Cities\*Counties\*Schools\*Townships Joint Legislative Conference

**Department:** Administrator

  
 Department Head signature

### Background information on Item:

Minnesota's local governments are working together on issues of common concern for all communities throughout Minnesota. The Association of Minnesota Counties began holding a joint legislative conference in 2007, bringing together hundreds of city, county, school officials and township to explore legislative issues of common interest.

### Action Requested:

Consider attendance by Commissioners Steve Hallan, Josh Mohr, Steve Chaffee, Curt Rossow, Matt Ludwig and County Administrator David Minke to attend the Joint Legislative Conference, March 4-5, 2015, Crowne Plaza St. Paul Riverfront.

### Financial Impact:

Registration, \$225 per person. Total: \$1,350.00  
Lodging: \$141 per night per person, plus tax (March 3 & 4, 2015). Total \$1,692.00 plus tax.  
Funds are available in the 2015 budget.



**MINUTES**  
**PINE COUNTY TECHNOLOGY COMMITTEE**

District 1      Commissioner Hallan  
District 2      Commissioner Mohr

**Tuesday January 20th 2015, 8:30 a.m.**  
**Commissioner Conference Room, Courthouse**  
**Pine City, Minnesota**

1. Called meeting to order at 8:35am
2. Adopted Agenda
3. Outlook Calendars
  - a. Create and Maintain a Commissioner Calendar that is accessible to all Commissioners.
4. Email Encryption
  - a. Research and Implement Email Encryption for County Use.
5. Mobile Device Management
  - a. Research and Implement a MDM for County Devices
6. Other
7. Adjourned Meeting at 9:40am



**Resolution 2015-06**  
**of the**  
**Pine County Board of Commissioners**

**To Establish Standards for the Withdrawal of Land From  
Memorial Forest Designation**

**WHEREAS**, Minnesota Statutes §459.06 provides that a county may accept donations of land for a forest and may designate tax-forfeited land as memorial forest; and

**WHEREAS**, the Pine County Board of Commissioners has previously designated forest land, and may in the future designate forest land as memorial forest; and

**WHEREAS**, Minnesota Statutes §459.06, Subd. 3 provides for the withdrawal of tax-forfeited land from memorial forest designation by a resolution of the county board finding that the land is more suitable for other purposes, and if the commissioner of Natural Resources approves the sale of such land; and

**WHEREAS**, the Pine County Board of Commissioners wishes to ensure public awareness and opportunity for public comment prior to the removal of any land from memorial forest designation.

**NOW, THEREFORE, BE IT RESOLVED:**

1. Prior to voting to remove land from memorial forest designation, that the Pine County Board of Commissioners conduct a public hearing on the matter; and
2. Notice of such hearing shall be published in the legal newspaper of the county prior to the public hearing.

Dated this 3<sup>rd</sup> day of February, 2015.

---

Stephen M. Hallan, Chair  
County Board of Commissioners

---

David J. Minke, Administrator  
Clerk to Board of Commissioners

**459.06 MUNICIPAL AND MEMORIAL FORESTS.**

Subdivision 1. **Accept donations.** Any county, city, or town may by resolution of its governing body accept donations of land that the governing body deems to be better adapted for the production of timber and wood than for any other purpose, for a forest, and may manage it on forestry principles. The donor of not less than 100 acres of any such land shall be entitled to have the land perpetually bear the donor's name. The governing body of any city or town, when funds are available or have been levied therefor, may, when authorized by a majority vote by ballot of the voters voting at any general or special city election or town meeting where the question is properly submitted, purchase or obtain by condemnation proceedings, and preferably at the sources of streams, any tract of land for a forest which is better adapted for the production of timber and wood than for any other purpose, and which is conveniently located for the purpose, and manage it on forestry principles. The city or town may annually levy a tax on all taxable property within its boundaries to procure and maintain such forests.

Subd. 2. **Tax-forfeited lands.** Any county may by resolution of the county board set aside tax-forfeited land which is more suitable for forest purposes than for any other purpose and dedicate said lands as a memorial forest and manage the same on forestry principles. Any moneys received as income from the land so dedicated and set aside may be expended from the forfeited tax fund for the development and maintenance of the dedicated forest.

Subd. 3. **Withdrawal of tax-forfeited lands.** Any tax-forfeited land which has been included in a memorial forest established in any county under the provisions of subdivision 2, and which is found more suitable for other purposes may by resolution of the county board be withdrawn from the forest for disposal as tax-forfeited land if the commissioner of natural resources approves the sale of such land.

**History:** (1933) 1913 c 211 s 1; 1945 c 347 s 1; 1959 c 187 s 1; 1967 c 905 s 9; 1969 c 1129 art 10 s 2; 1973 c 123 art 5 s 7; 1973 c 773 s 1; 1986 c 444; 1988 c 719 art 5 s 84; 1989 c 277 art 4 s 58; 1994 c 505 art 3 s 11; 2014 c 217 s 3



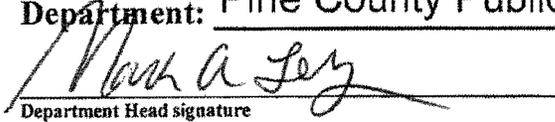
## AGENDA REQUEST FORM

Date of Meeting: February 3, 2015

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

Agenda Item: Final Payment to Redstone Construction

Department: Pine County Public Works

  
Department Head signature

### Background information on Item:

Final Payment to Redstone Construction for:  
Contract #1204  
SAP 058-640-011 Bridge Replacement Located on CSAH 40 Between CR 150 and CSAH 41

### Action Requested:

Approve Final Payment in the amount of \$36,119.41 to Redstone Construction.

### Financial Impact:



# PINE COUNTY HIGHWAY

405 Airport Road NE  
Pine City, MN 55063

Project SAP 058-640-011 - Bridge Replacement New #58553, Approach Grading & Aggregate Surfacing  
Final Pay Request No. 4

Contractor: Redstone Construction  
PO Box 218  
Mora, MN 55051

Contract No. 1204  
Vendor No. 5200  
For Period: 10/26/2013 - 1/12/2015  
Warrant # \_\_\_\_\_ Date \_\_\_\_\_

**Contract Amounts**

Original Contract	\$694,938.80
Contract Changes	\$1,766.85
Revised Contract	\$696,705.65

**Work Certified To Date**

Base Bid Items	\$720,621.41
Change Orders	\$1,366.85
Backsheets	\$0.00
Supplemental Agreements	\$0.00
Work Orders	\$400.00
Material On Hand	\$0.00
Total	\$722,388.26

**Funds Encumbered**

Original	\$694,938.80
Additional	\$0.00
Total	\$694,938.80

	Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
SAP 058-640-011	\$0.00	\$722,388.26	\$0.00	\$686,268.85	\$36,119.41	\$722,388.26
			Percent Retained: 0%			
<b>Amount Paid This Final Pay Request</b>					<b>\$36,119.41</b>	

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

Approved By

Mark a LeB  
County/City/Project Engineer

1/14/15  
Date

Approved By Redstone Construction

[Signature]  
Contractor

1-16-15  
Date

PINE COUNTY HIGHWAY  
405 Airport Road NE  
Pine City, MN 55063  
Project No. SAP 058-640-011  
Final Pay Request No. 4

**Pine County Public Works**  
**Certificate of Final Contract Acceptance**  
Final Voucher No.: 4

Low S.P. No.: SAP 058-640-011

Contract No.: 1204

This is to certify that to the best of my knowledge, the items of work shown in the Statement of Work Certified herein have actually furnished in accordance with the Plans and Specifications. This Project has been completed in accordance with the Laws, Standards and Procedures of as they apply to projects in this category, and if applicable, approved by the Federal Highway Administration.

Dated \_\_\_\_\_ Signature \_\_\_\_\_ County/City/Project Engineer

The undersigned Contractor hereby certifies that the work described has been performed in accordance with the terms of the Contract, and agrees that the Final Value of Work Certified on this Contract is \$722,388.26 and agrees to the amount of \$36,119.41 as Final Payment on this Contract in accordance with this Final Voucher.

Contractor Redstone Construction By Stephen Johnson

And \_\_\_\_\_ And \_\_\_\_\_

State of, Pine County Public Works

On This 16 Day January, 2015, Before me appeared \_\_\_\_\_ To me known to

(Individual Acknowledgment)

be the person who executed the foregoing Acceptance and Acknowledged that he/she executed the same as \_\_\_\_\_ free to act and deed

(Corporate Acknowledgment)

Stephen Johnson And \_\_\_\_\_, to me personally known, who, being each by me duly sworn

each did say that they are respectively the President and \_\_\_\_\_ of the

Redstone Construction Corporation named in the foregoing instrument, and that the seal affixed to said instrument is the Corporate Seal of said Corporation, and the said instrument was signed and sealed in behalf of said Corporation by authority of its

articles and said Stephen Johnson and \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said Corporation.

Notarial



LAURA K STRAND  
NOTARY PUBLIC - MINNESOTA  
MY COMMISSION EXPIRES 01/31/20

Seal

My Commission as Notary Public in Kanabec County

Expires 1/31/20 Signature [Signature]

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, the terms of the Contract is as shown in this Final Voucher. This Contract is hereby accepted in accordance with the Specification 1516. Final acceptance of the Contract will be effective upon full Execution, by the Contractor and the Department, of the "Certificate of Final Acceptance" included with the Final Voucher.

Dated \_\_\_\_\_ Signature \_\_\_\_\_ District Engineer

**PINE COUNTY HIGHWAY**  
405 Airport Road NE  
Pine City, MN 55063  
Project No. SAP 058-640-011  
Final Pay Request No. 4

**Pine County Public Works  
Certificate of Final Acceptance  
County Board Acknowledgment**

Contract Number: 1204  
Contractor: 5200 - Redstone Construction  
Date Certified: 1/13/2015  
Payment Number: 4

Whereas, Contract No. 1204 has in all things been completed, and the County Board being fully advised in the premises, now then be it resolved; that we do hereby accept said completed project for and in behalf of the Pine County Public Works and authorize final payment as specified herein.

Pine County Public Works  
State of

I, \_\_\_\_\_, County \_\_\_\_\_ within and for said county do hereby certify that the foregoing resolution is a true and correct copy of the resolution on file in my office.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

At \_\_\_\_\_,

Signed By \_\_\_\_\_  
County \_\_\_\_\_

(SEAL)

PINE COUNTY HIGHWAY  
 405 Airport Road NE  
 Pine City, MN 55063  
 Project No. SAP 058-640-011  
 Final Pay Request No. 4

**SAP 058-640-011 Payment Summary**

No.	From Date	To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	08/27/2012	09/29/2012	\$261,203.35	\$13,060.17	\$248,143.18
2	09/30/2012	12/18/2012	\$457,255.81	\$22,862.79	\$434,393.02
3	12/19/2012	10/25/2013	\$3,929.10	\$196.45	\$3,732.65
4	10/26/2013	01/12/2015	\$0.00	(\$36,119.41)	\$36,119.41
<b>Totals:</b>			<b>\$722,388.26</b>	<b>\$0.00</b>	<b>\$722,388.26</b>

**SAP 058-640-011 Funding Category Report**

Funding Category No.	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date	
000	302,628.79	0.00	287,497.35	15,131.44	302,628.79	
000	419,759.47	0.00	398,771.50	20,987.97	419,759.47	
<b>Totals:</b>		<b>\$722,388.26</b>	<b>\$0.00</b>	<b>\$686,268.85</b>	<b>\$36,119.41</b>	<b>\$722,388.26</b>

**SAP 058-640-011 Encumbrance Report**

Accounting No.	Funding Source	Amount Paid This Request	Revised Contract Amount	Funds Encumbered To Date	Paid To Contractor To Date
0401	BrBnd/Oth Bnd Prgms	20,987.97	406,105.55	404,338.70	419,759.47
0402	Local Pine County	15,131.44	290,600.10	290,600.10	302,628.79
<b>Totals:</b>		<b>\$36,119.41</b>	<b>\$696,705.65</b>	<b>\$694,938.80</b>	<b>\$722,388.26</b>

**PINE COUNTY HIGHWAY**  
 405 Airport Road NE  
 Pine City, MN 55063  
 Project No. SAP 058-640-011  
 Final Pay Request No. 4

<b>SAP 058-640-011 Project Item Status</b>									
Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
<b>Non-Participating</b>									
25	2101.501	CLEARING	ACRE	\$1,410.00	1.77	0	\$0.00	1.77	\$2,495.70
26	2101.506	GRUBBING	ACRE	\$850.00	1.77	0	\$0.00	1.77	\$1,504.50
27	2105.515	UNCLASSIFIED EXCAVATION	CU YD	\$6.00	32658	0	\$0.00	32658	\$195,948.00
28	2105.525	TOPSOIL BORROW (LV)	CU YD	\$12.00	739	0	\$0.00	0	\$0.00
29	2118.502	AGGREGATE SURFACING CLASS 5	CU YD	\$15.00	1078	0	\$0.00	1078	\$16,170.00
30	2123.503	MOTOR GRADER	HOUR	\$100.00	4	0	\$0.00	0	\$0.00
31	2123.509	DOZER	HOUR	\$100.00	8	0	\$0.00	0	\$0.00
32	2131.502	CALCIUM CHLORIDE SOLUTION	GALLONS	\$1.10	8550	0	\$0.00	11656	\$12,821.60
33	2442.501	REMOVE OLD BRIDGE	LUMP SUM	\$18,500.00	1	0	\$0.00	1	\$18,500.00
35	2501.511	18" CS PIPE CULVERT	LIN FT	\$30.00	84	0	\$0.00	84	\$2,520.00
36	2501.515	18" GS PIPE APRON	EACH	\$120.00	4	0	\$0.00	4	\$480.00
34	2511.501	RANDOM RIPRAP CLASS III	CU YD	\$50.00	174	0	\$0.00	380	\$19,000.00
37	2573.502	SILT FENCE, TYPE MACHINE SLICED	LIN FT	\$2.25	1530	0	\$0.00	1282	\$2,884.50
38	2573.505	FLOTATION SILT CURTAIN TYPE MOVING WATER	LIN FT	\$16.00	200	0	\$0.00	400	\$6,400.00
39	2573.513	TEMPORARY DITCH CHECK, TYPE 2	LIN.FT.	\$5.00	320	0	\$0.00	720	\$3,600.00
40	2575.523	EROSION CONTROL BLANKETS CATEGORY 2	SQ YD	\$1.10	13424	0	\$0.00	16822.26	\$18,504.49
41	2575.555	TURF ESTABLISHMENT	LUMP SUM	\$1,800.00	1	0	\$0.00	1	\$1,800.00
<b>Totals For Section Non-Participating:</b>							<b>\$0.00</b>		<b>\$302,628.79</b>
<b>Participating</b>									
1	2021.501	MOBILIZATION	LUMP SUM	\$50,750.00	1	0	\$0.00	1	\$50,750.00
2	2105.522	SELECT GRANULAR BORROW MOD 10% (CV)	CU YD	\$10.00	400	0	\$0.00	400	\$4,000.00
3	2401.501	STRUCTURAL CONCRETE (3Y43)	CU YD	\$560.00	79	0	\$0.00	79	\$44,240.00
4	2401.512	BRIDGE SLAB CONCRETE (3Y33)	SQ FT	\$20.00	3740	0	\$0.00	3740	\$74,800.00
5	2401.513	TYPE F RAILING CONCRETE (3Y48)	LIN FT	\$55.00	217	0	\$0.00	217	\$11,935.00
6	2401.541	REINFORCEMENT BARS (EPOXY COATED)	POUND	\$1.17	39110	0	\$0.00	39110	\$45,758.70
7	2401.601	STRUCTURE EXCAVATION	LUMP SUM	\$8,000.00	1	0	\$0.00	1	\$8,000.00
8	2401.601	SLOPE PREPARATION	LUMP SUM	\$5,000.00	1	0	\$0.00	1	\$5,000.00
9	2402.521	STRUCTURAL STEEL (3308)	POUND	\$3.00	530	0	\$0.00	530	\$1,590.00
10	2402.546	FLOOR DRAIN TYPE B706 MODIFIED	EACH	\$600.00	4	0	\$0.00	4	\$2,400.00
11	2402.590	ELASTOMERIC BEARING PAD TYPE 1	EACH	\$104.00	8	0	\$0.00	8	\$832.00
12	2405.502	PRESTRESSED CONCRETE BEAMS MN45	LIN FT	\$200.00	417	0	\$0.00	417	\$83,400.00
13	2405.511	DIAPHRAGMS FOR TYPE MN45 PREST BEAMS	LIN FT	\$52.00	57	0	\$0.00	57	\$2,964.00
14	2452.510	STEEL H-PILING DRIVEN 10"	LIN FT	\$1.00	600	0	\$0.00	662.42	\$662.42
15	2452.511	STEEL H-PILING DELIVERED 10"	LIN FT	\$20.00	600	0	\$0.00	704.25	\$14,085.00

**PINE COUNTY HIGHWAY**  
 405 Airport Road NE  
 Pine City, MN 55063  
 Project No. SAP 058-640-011  
 Final Pay Request No. 4

**SAP 058-640-011 Project Item Status**

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
16	2452.520	STEEL H-TEST PILE 70 FT LONG 10"	EACH	\$8,000.00	2	0	\$0.00	2	\$16,000.00
17	2452.602	PILE TIP PROTECTION 10"	EACH	\$105.00	12	0	\$0.00	12	\$1,260.00
18	2511.501	RANDOM RIPRAP CLASS III	CU YD	\$50.00	320	0	\$0.00	550	\$27,500.00
19	2531.501	CONCRETE CURB & GUTTER DESIGN SPECIAL	LIN FT	\$50.00	26	0	\$0.00	26	\$1,300.00
20	2554.501	TRAFFIC BARRIER DESIGN SPECIAL	LIN FT	\$61.00	50	0	\$0.00	50	\$3,050.00
21	2554.501	TRAFFIC BARRIER DESIGN B8338	LIN FT	\$19.50	382	0	\$0.00	389	\$7,585.50
22	2554.523	END TREATMENT-ENERGY ABSORBING TERMINAL	EACH	\$2,260.00	2	0	\$0.00	2	\$4,520.00
23	2563.601	TRAFFIC CONTROL	LUMP SUM	\$5,450.00	1	0	\$0.00	1	\$5,450.00
24	2575.525	EROSION STABILIZATION MAT CLASS 3	SQ YD	\$13.00	80	0	\$0.00	70	\$910.00
<b>Totals For Section Participating:</b>							<b>\$0.00</b>		<b>\$417,992.62</b>
<b>Change Order 1</b>									
43	1907.000	Payment For Surplus Material	Lump Sum	\$1,366.85	1	0	\$0.00	1	\$1,366.85
<b>Totals For Change Order 1:</b>							<b>\$0.00</b>		<b>\$1,366.85</b>
<b>Work Order 1</b>									
42	2021.501	MOBILIZATION	LUMP SUM	\$400.00	1	0	\$0.00	1	\$400.00
<b>Totals For Work Order 1:</b>							<b>\$0.00</b>		<b>\$400.00</b>
<b>Project Totals:</b>							<b>\$0.00</b>		<b>\$722,388.26</b>

**SAP 058-640-011 Contract Changes**

No.	Type	Date	Explanation	Estimated Amount	Amount Paid To Date
WO1	Work Order	11/1/2012	During the course of construction it was determined that the contractor would be unable to place all the Calcium Chloride on the Detour Route the day the work was scheduled to be done. This was due to the fact that the township was having a new gravel surface placed on a portion of their road which was a part of the detour route. Therefore the contractor would have to mobilize for a second time to complete the remainder of the Calcium Chloride when the graveling operation was complete. And, therefore the contractor shall receive a one time Lump Sum payment of \$400 for the second mobilization.	\$400.00	\$400.00
CO1	Change Order	7/3/2013	During the course of construction based on the test pile results and authorized pile lengths it was determined an additional 400 lin. ft. of HP 10x42 piling will need to be ordered and delivered to the project. This would result in a total of 1150 lin. ft. of piling delivered to the project. And, after driving the test piles and foundation piles a total of 844.25 lin. ft. was paid for at the contract unit price for spec. 2452.511 Steel H-Piling Delivered 10". This result would leave a remaining total of Steel H-Piling Delivered of (1150 lin. ft. - 844.25 lin. ft.) 305.75 lin. ft. in which the contractor has opted to retain the remaining piling for future use. Therefore, base upon the above information and the unit price from the piling invoice, the contractor's total cost for the remaining piling is \$6,834.24 of which the contractor shall pay 100%. The county agrees to add the following payment per spec. 1907 Payment for Surplus Material, 15% (\$1,025.14) of the contractor's total cost of \$6,834.24 and 5% (\$341.71) of the contractor's total cost of \$6,834.24 for handling and transporting of the material from the project to the contractors yard. And therefore, the contractor shall receive a one time lump sum payment of \$1,366.85.	\$1,366.85	\$1,366.85
<b>Contract Change Totals:</b>				<b>\$1,766.85</b>	<b>\$1,766.85</b>