AGENDA
PINE COUNTY BOARD MEETING

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

Tuesday, November 6, 2012 10:00 a.m. Pine County Courthouse, Pine City, MN

A) Call meeting to order

B) Pledge of Allegiance

C) Public Forum. Members of the public are invited to speak on items not on the agenda. Each speaker should state his/her name and limit comments to 3 minutes.

D) Approve Agenda

E) Approve Minutes of October 16, 2012 Special Board Meeting

F) Approve Minutes of October 16, 2012 Board Meeting

G) Minutes of Boards, Committees and Correspondence

1. GPS 45:93 Executive Committee Meeting Minutes, September 28, 2012
2. Pine County Land Surveyor Monthly Report
3. Pine County HRA Senior Housing Board Meeting Minutes, September 27, 2012
4. Pine County HRA Senior Housing Board Meeting Minutes, October 3, 2012

H) Approve Consent Agenda

CONSENT AGENDA

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

Auditor/Treasurer

1. October 2012 Disbursements (attached).
2. Application for Abatement:
   a. Kevin Blomker, 20453 Hwy 107, Grasston, PID 28.0566.003, pay 2010-12.
3. Application for Premises Permit and Lease for Lawful Gambling Activity for Kerrick Firefighter's Relief Association.
4. Application for Exempt Permit for the Wrenshall Area Sno-Sharks.

New Employee Hires

1. Authorize the hiring of Lorri Houtsma, Property Appraiser, effective November 5, 2012. B24, $18.27/hour.
2. Approve the hiring of Debbie Gray, Administrative Assistant, effective November 9, 2012. B22, $14.90/hour.

Donation of Emergency Equipment

Approve the Sheriff's Office donation of emergency equipment to Pine EMS.

Training Requests

Auditor/Treasurer

1. Authorize Paul Johnson to attend State Auditor Local Government Training Conference, November 15, 2012 in St. Paul, MN. Registration cost is $125.00.

Health and Human Services

1. Authorize JaNet Manning to attend NCAST Training, November 6-8, 2012 and November 14-16, 2012 in Waite Park, MN. No registration fee; mileage and meals approximately $514.00.

REGULAR AGENDA

1. Voting Delegate and Alternate for 2012 Minnesota Counties Intergovernmental Trust

Designate County Administrator Minke replacing Mark LeBrun as voting delegate and continuing County Commissioner Hallan as alternate to the Minnesota Counties Intergovernmental Trust and authorize Board Chair to sign the designation form.

2. Repurchase of Forfeited Land in Full – Linda Hanson, Parcel 28.5536.000

Approve the resolution allowing for repurchase of tax forfeited land, Parcel 28.5536.000, to Linda Hanson and authorize Board Chair and County Administrator to sign the resolution.

3. Amendment to the Home and Community-Based Waiver Services Contract

Approve the Amendment to the Home and Community-Based Waiver Services Contract between Pine County Health and Human Services and Golden and authorize Board Chair to sign the amendment.

4. 2013 Narcotics and Gang Task Force State Grant

Approve the Narcotics and Gang Task Force State Grant for 2013 (second half) in the amount of $100,000.00.

5. Pine County NG911 Grant Contract

Approve the State of Minnesota Grant Contract, Pine County NG911, between the State of Minnesota, Commissioner of Public Safety, Emergency Communication Networks and Pine County, and authorize Board Chair and County Administrator to sign contract.

6. State of Minnesota Joint Powers Agreement Criminal Justice Agency

Approve the State of Minnesota Joint Powers Agreement Criminal Justice Agency, between the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension (BCA) and Pine County Sheriff's Office, and authorize Board Chair and County Administrator to sign agreement.

7. A'viands, LLC Commissary Management Agreement

Approve the A'viands, LLC Commissary Management Agreement and authorize Board Chair and County Administrator to sign agreement.

8. Small Cities Development Grant Update

The county has contracted with Lakes and Pines to submit a Small Cites Development Grant. The deadline for the grant is November 15, 2012. Unfortunately, an application will not be able to be prepared in time for this year. The county will continue to work with Lakes and Pines to apply in November, 2013.

9. Commissioner Updates

10. Upcoming Meetings

Personnel Committee Meeting, **Tuesday, November 13, 2012, 9:00 a.m.** Administrator's Conference Room, Pine City, Minnesota

Pine County Health and Human Services Meeting, **Tuesday, November 20, 2012, 10:00 a.m.** Public Health Building Sandstone, Minnesota

Pine County Board Meeting, **Tuesday, November 20, 2012, 1:00 p.m.** Public Health Building, Sandstone, Minnesota

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

11. Adjourn

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

Tuesday, October 16, 2012, 11:00 a.m. Public Health Building, Sandstone, MN

Chairman Chaffee called the meeting to order at 11:00 a.m. Present were Commissioners Doug Carlson, Steve Hallan, Curt Rossow. Commissioner Mitch Pangerl was excused. Also present were County Attorney John Carlson, County Administrator David Minke, County Engineer Mark Lebrun, and County Land and Zoning Administrator Kurt Schneider.

Chair Chaffee called the meeting to order at 11:00 a.m.

Pine County Commissioners and others traveled to Schmedeke Lane in Wilma Township for the purpose of inspecting the recently completed road.

With no further business, Chairman Chaffee adjourned the County Board meeting at 11:45 a.m.

David J. Minke, Administrator Clerk to County Board	Steve Chaffee, Chair Board of County Commissioners

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

Tuesday, October 16, 2012, 1:00 p.m. Public Health Building, Sandstone, MN

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

The Pledge of Allegiance was said.

A moment of silence was held in honor of David Pangerl, brother of Commissioner Mitch Pangerl, who passed away unexpectedly.

Chairman Chaffee called for public comment. There was no public comment.

Chairman Chaffee announced changes to the Regular Agenda by adding items under Commissioner Updates: a) 2013 County Contribution to Health Insurance costs and b) County Ditch No. 2 in Section 7 of Pine County. Commissioner Rossow moved to adopt the amended agenda. Commissioner Carlson seconded. Motion carried 4-0.

Commissioner Hallan moved to approve the minutes of the October 2, 2012 board meeting. Commissioner Rossow seconded. Motion carried 4-0.

The County Board would like to acknowledge and thank those who organized the road tour of southern Pine County. The County Board would also like to thank the Rys Family for hosting a luncheon at their farm prior to the tour.

Minutes of Boards, Committees and Correspondence

1. Pine County Soil & Water Meeting Minutes, September 13, 2012
2. Pine County Methamphetamine Task Force Minutes, October 8, 2012
3. Pine County HRA Senior Housing Board Meeting Minutes, August 23, 2012
4. Pine County Personnel Committee Meeting Minutes, October 8, 2012

Commissioner Carlson moved to approve the consent agenda. Chairman Rossow seconded. Motion carried 4-0.

CONSENT AGENDA

Auditor/Treasurer

1. Review August Cash Balance

Fund	August 31	September 30	Increase(Decrease)
Revenue Fund	$ 724,825	$ 426,889	-$297,936
Health and Human Services Fund	$2,137,495	$1,796,543	-$340,952
Road and Bridge Fund	$6,970,677	$5,901,731	-$1,068,946
Land Management Fund	$1,177,021	$1,303,742	$126,721

2. Temporary Liquor License for Pine City Chamber of Commerce and the City of Pine City. These applications are subject to approval of the Pine County Sheriff, Pine County Attorney and the township board of each applicant.

Training Request

Authorize Pine County Land/Zoning Administrator, Kurt Schneider, to attend Association of Minnesota Counties United by Design Conference, December 3-4, 2012 at River's Edge Convention Center, St. Cloud, MN. Registration cost is $350, lodging/meals approximately $100, plus mileage.

Transfer of Corrections Officers

Approve the transfer of part-time Corrections Officers Zakary Vork and Eric Quigley to full-time Corrections Officers effective 10/28/12. No change in classification or wage.

****REGULAR AGENDA****

1. Commission Nominations/Appointments

Motion by Chairman Chaffee to appoint Jeff Shute to the District 5, Planning Commission; term ends December 31, 2013. Chairman Chaffee would like to acknowledge and thank Jeff Shute for his willingness to serve in this capacity.

2. Contract with Lakes and Pines

Motion by Commissioner Hallan to approve the Contract Agreement for Grant Writing Services by and between Pine County and Lakes and Pines Community Action Council, and authorize the Board Chair and County Administrator to sign the contract. Second by Commissioner Rossow. Motion carried 4-0.

3. 2013 Minnesota Trails Assistance Program Grant Agreement(s) – Snowmobile/ATV/OHV Club Sponsorship

Pine County Land/Zoning Administrator Schneider provided an overview of the grant agreement. Discussion was held regarding grant applications, miles of trails maintained and period of time the grant has been in place. Motion by Commissioner Carlson to approve Resolution 101612-01, Sponsorship and Approval of Grant-In-Aid Agreements for Snowmobile, OHV, and ATV Trails, and authorize Board Chair and County Administrator to sign the resolution. Second by Commissioner Hallan. Motion carried 4-0.

4. Personnel Committee Report

The Personnel Committee met on October 8, 2012 and made the following recommendations:

a) Temporary appointment of Barry Sjodahl from deputy to investigator effective 9/9/12. Pay increase to $26.34 per hour.
b) Authorize the filling of two registered nurses, a case aid, and nursing supervisor; contingent upon grant and other program funding.
c) Authorize filling two Children's Mental Health Worker positions; funding for these positions is in the 2012 budget.
d) Authorize the hiring of a property appraiser.
e) Authorize the new Administrative Assistant position (B23 band and grade) in the County Administrator's Office be changed to Administrative Assistant – Clerk with a B22 band and grade.
f) Re-establish the non-union position of Payroll Clerk (B23 band and grade) and appoint Susie Fore to the position effective October 17, 2012.
g) Reclassify the Office Manager position held by Ilene Haavisto to a B31 effective October 17, 2012.

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

5. 2011 Financial Statement

Discussion was held regarding the legal requirements of publishing the 2011 Financial Statement. Motion by Commissioner Rossow to formally accept the 2011 Financial Statement ending 12/31/11 and authorize publication. Second by Commissioner Carlson. Motion carried 4-0.

The County Board requested County Administrator Minke explain to the public present today the Sale of $14,110,000 General Obligation Capital Improvement Plan Bonds, Series 2012A that took place at the October 2, 2012 board meeting. County Administrator Minke explained the purpose and sale of the bonds.

6. Flood Mitigation Buyout Program Discussion

Discussion was held for the purpose of presenting information related to the flood mitigation buyout program. Pat Lynch, from the Minnesota DNR, and other officials were present to provide information and answer questions to homeowners who were affected by the June 2012 flooding. The county board expressed their concern and empathy to all who were affected by the flooding. The county board directed County Administrator Minke to work with staff to devise a plan and provide direction to the county board on how best to serve the needs of homeowners affected by the June 2012 flooding and to submit a request for assistance to the State of Minnesota by October 24, 2012.

7. Commissioner Updates

a) County Ditch No. 2 in Section 7 of Pine County
A request for work on County Ditch No. 2 was referred to County Engineer LeBrun for review.

b) 2013 County Contribution to Health Insurance Costs
County Administrator Minke gave an overview of the health insurance costs; discussion was held. Motion by Commissioner Rossow to approve the maximum county contribution to the 2013 health insurance premium for eligible non-union employees as $468.50 per month for single coverage and $1,031.00 per month for family coverage. Second by Commissioner Hallan. Motion carried 4-0.

c) Commissioner Carlson attended the Minnesota Workforce Center legislative event on October 12, 2012 and states it was very informational.

d) County Administrator Minke states the Arrowhead Regional Association of Counties Meeting will be held Wednesday, October 17, 2012 in Duluth. The District 1 AMC Meeting will be held Friday, October 26, 2012 in Two Harbors.

e) County Administrator Minke states legislative agenda items to consider include:

1. Pine County Auditor/Treasurer Clemmer would like to see a reduction in publishing requirements by her office.
2. Probation Director Terryl Arola would like to see an increase in funding for the probation department to the maximum allowed amount.

8. Upcoming Meetings

NLX meeting, **Wednesday, October 24, 2012, 10:00 a.m.** Boardroom, Pine County Courthouse, Pine City, Minnesota

Technology Committee Meeting, **Tuesday, November 6, 2012, 8:30 a.m.** Administrator's Conference Room, Pine County Courthouse, Pine City, Minnesota

Pine County Board Meeting, **Tuesday, November 6, 2012, 10:00 a.m.** Boardroom, Pine County Courthouse, Pine City, Minnesota

Pine County Health and Human Services Meeting, **Tuesday, November 20, 2012, 10:00 a.m.** Public Health Building Sandstone, Minnesota

Pine County Board Meeting, **Tuesday, November 20, 2012, 1:00 p.m.** Public Health Building, Sandstone, Minnesota

9. Adjourn

With no further business, Chairman Chaffee adjourned the County Board meeting at 2:24 p.m. The next regular County Board Meeting is scheduled for November 6, 2012 at 10:00 a.m. at the Pine County Courthouse Boardroom, Pine City, Minnesota.

David J. Minke, Administrator Clerk to County Board	Steve Chaffee, Chair Board of County Commissioners

GPS::45::93
YOUR POINT OF OPPORTUNITY.

MINUTES

GPS 45:93 Executive Committee Meeting Minutes

September 28, 2012

The meeting was called to order by Pres. Sullivan at 10:03 a.m. at the Fire Hall in Pine City, Minn., who then recognized outgoing Pres. Treiber for her commitment and service, and presented her a plaque.

In attendance

- Sean Sullivan — City of Isanti
- Nathan Johnson — City of Pine City
- Rebecca Perrotti — Central Minnesota Jobs and Training Services
- Bridgitte Konrad — City of North Branch
- Dr. Robert Musgrove — Pine Technical College
- Councilor Sue Larson — City of Isanti
- Sara Treiber — Mille Lacs Band Corporate Commission
- LeAnn Snidarich — Anoka-Ramsey Community College
- Mayor Jane Robbins — City of Pine City
- Ray Hoheisel — ECWFP
- Cmr. Mitch Pangerl — Pine County
- Sup. Wayne Gilman — Pine City Schools
- Sen. Tony Lourey — Senate Dist. 11
- Dave Minke — Pine County
- Beth Thorp — City of Mora
- Sam Griffith — City of Sandstone
- Heather Rand — Minnesota DEED
- Holly Wilson — City of Pine City
- Sandy Voigt — Initiative Foundation
- Becky Schueller — Pine City Area Chamber of Commerce

Approval of Minutes

The minutes were reviewed from the August 24, 2012 meeting and approved on a motion made by Larson and seconded by Musgrove.

President Report and Financial Review

President Sullivan gave the financial report. He reported that the consortium saw a $500 shortfall in the budget but that it certainly was manageable and expenditures could be reduced to balance it for 2012.

Initiative Foundation Grant Update

Regarding the package grant application to include an angel investor network event, consulting time for the virtual incubator project, and the MN Real Estate Journal (MREJ) conference (a $5,000 total request), Dr. Musgrove mentioned the cost of the MREJ conference: $1,500. There was discussion about who should attend on behalf of GPS 45:93. The consortium agreed to try to ensure representation from all the member counties.

Rain Fund Update

President Sullivan provided a brief synopsis of where the Rain Fund project was at. Rain Fund Committee Chair Doug Fischer was not at the meeting to provide details. Sullivan indicated he would contact Mr. Fischer to get a project update and send it out to the membership.

Nominations Committee for Vice President

Johnson reported that there were no nominations at this time for VP and that the nominating committee was looking for names.

Virtual Business Incubator Update

Griffith reported that, though there are thousands of one-person businesses in the region, the consortium is having difficulty identifying those who would like to utilize virtual business incubation. There was discussion about recruiting them. Discussion also was included about bringing on Henry Fischer to work as a consultant for the incubator.

Tools for Business Success

Sullivan reported that Isanti County has already moved forward with its site and is looking to launch it in October of 2012 at the Cambridge Business Expo. He indicated that the GPS Tool for Business Success site should be linked to the Isanti County site. This business tool works well with the Virtual Incubator project. He indicated that the entire site can be set up by the company with pieces of information being provided by participating communities.

Site Selection Matrix

Sullivan indicated that the Economic Development Committee has been working on this project. Sullivan and Kim Johnson worked together to develop a detailed Site Matrix (loosely based on MN Shovel Ready Application) and a more general site matrix for vacant sites or available buildings. The intent was to be able to have a quick reference sheet of this information so that GPS 45:93 can respond to leads more quickly. Consensus was to "tweak" the forms slightly and send it out to member communities to fill it out. Once data has been received, it will be compiled and loaded on the GPS 45:93 Website.

Action Items

To help with recruiting Virtual Business Incubator participants, Griffith made a motion, seconded by Councilor Larson to expend up to $2,000 consulting hours. The motion carried.

DRAFT

To move forward on "Tools for Business", Dr. Musgrove made a motion, seconded by Councilor Larson, to expend $1800 from GPS 45:93 budget toward that project to supplement the $500 dedicated by the Initiative Fund Grant. The motion passed unanimously.

Councilor Larson made a motion, seconded by Rand, to expend up to $250 to update the brochure for GPS 45:93 and the motion carried.

GPS 45:93 Membership Renewals and Recruitment

There was discussion about the current membership roster and who to invite to become members. Suggestions included the utilities, Gateway Family Physicians, Carrie Furman of Princeton and Kanabec County. Invoices will be sent out to current members for membership in 2013.

MNCAR Blasts

Sara Treiber agreed to continue sending out the MNCAR blasts.

MREJ Industrial Conference – November 16, 2012

The Executive Committee discussed the upcoming Real Estate Journal Conference. Sullivan indicated that the City of Isanti had already signed up and had one extra spot available. GPS will also have two slots to fill. Interest had been expressed by the City of Cambridge and the City of Pine City about signing up for the conference as well. Group consensus was that we wanted to get participation by all member counties in the conference and members would try to secure members from each county.

A motion was made by Griffith, second by Dr. Musgrove, to authorize signature by GPS President for MREJ Contract and to expend $500 from the GPS 45:93 Budget to supplement the $1500 dedicated by the Initiative Foundation Grant, and the motion carried unanimously.

Upcoming Events and Miscellaneous Info

- Rand spoke of a presentation MN Revenue Commissioner Myron Frans gave and asked if there was interest in having it given in this region. Sullivan, Minke, Johnson, Rand and Zeller will coordinate to see if something can be set up sometim December-February.
- Blandin Broadband Conference: Nov. 13-14 in Duluth
- MN Real Estate Journal Conference: Nov. 16 in Golden Valley
- MN Development Conference: Nov. 28-29 in Brooklyn Park
- Greater MSP Fall Annual Meeting: November 5, 2012

Next Meeting

The next meeting is planned for October 26, 2012, at 10 a.m. at Lakes and Pines Community Action Council, *1700 E. Maple Ave.*, in Mora, Minn.

Motion to adjourn was made at 11:58 a.m. by Johnson, seconded by Treiber, and was passed unanimously.

DRAFT

Minutes taken by Nathan Johnson, City Planner, City of Pine City | njohnson@pinecitygov.com

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

October 2012

CSAH 47, T45N R18W Section 24, set, tie out and GPS PLSS corner, update files.

T43N R16W section 12, research records, compute corner search areas, map GLO topo calls, search for, set, tie out and GPS PLSS corners, update files.

CSAH 52, T45N R20W section 23, research records, compute corner search areas, set GPS control, search for and GPS PLSS corners, search for, set and GPS private corners and Right of Way corners, update files.

CSAH 46, T45N R19W section 25, research records, compute corner search areas, set GPS control, search for, set, tie out and GPS PLSS corners, update files.

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

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

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

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

Review and file PLSS corner certificates provided by private surveyors.

Robin T. Mathews, Pine County Surveyor

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

RECEIVED
OCT 29 2012

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

The regular meeting of the Pine County HRA Senior Housing Board of Directors was held on September 27, 2012, at the Finlayson Manor. Commissioners of the HRA present were Dorothy Stockamp, Cherie Drilling, Arild Frederiksen, Dean Dronen, and Jan Oak. Staff members present were Executive Director Janice Gustafson and Resident Managers Evelyn Yocum and Susan Blake. Resident Franklin Lewis was present.

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

2. The minutes from August 23, 2012, were reviewed by the Board members. A motion was made by J. Oak and was seconded by C. Drilling to accept the minutes. Motion carried: Yeas 5, Nays 0.

3. The monthly financial statements and the investment report were presented by J. Gustafson. A motion was made by D. Dronen and was seconded by Board Chair D. Stockamp to approve the financial statements and the investment report. Motion carried: Yeas 5, Nays 0.

4. Executive Director's Report. The written Executive Director's report was reviewed by Board members.

5. Old Business:

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

   b) The summary report of the Management Review for Multifamily Housing Projects was received by the HRA. The report indicated the HRA was rated very high in performing in accordance with HUD regulations.

6. New Business:

   a) Fire Drills: S. Blake has called the City of Finlayson Fire Chief and E. Yocum has called the City of Sandstone Fire Chief to schedule fire drills at both Manors.

   b) A motion was made by D. Dronen and seconded by Board Chair D. Stockamp to schedule upcoming Board meeting dates as follows: October 24, 2012, November 29, 2012, and December 27, 2012. In 2013, change meetings from the 4th Thursday of the month to the 4th Wednesday of the month. Motion carried: Yeas 5, Nays 0.

7. Resident Managers' Reports.

   a) Finlayson Manor. S. Blake reported the residents had a cookout in the screen house. Hamburgers were grilled outside and the residents brought multiple side-dishes for sharing. The weather was perfect and everyone had a good time. S. Blake was also concerned about the number of skunks frequently seen and smelled around the Manor.

   b) Sandstone Manor. E. Yocum reported the residents are having fun playing bingo and plan to start watching movies again as the weather turns colder outside.

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

9. The HRA Board of Directors went into closed session at 2:30 P.M. to discuss a resident issue and went back into open session at 3:00 P.M. A motion was made by D. Dronen and was seconded by A. Frederiksen to proceed with termination of tenancy for FM #9 resident after multiple verbal and written warnings were issued by the HRA regarding repeated violations of the lease. Motion carried: Yeas 5, Nays 0.

10. A motion was made by Board Chair D. Stockamp was seconded by D. Dronen to adjourn the meeting at 3:05 P.M. Motion carried: Yeas 5, Nays 0.

11. The next regular scheduled meeting is October 24, 2012, at the Sandstone Manor.

Dorothy Stockamp
HRA Board Chair

Janice S. Gustafson
Executive Director

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

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

A special meeting of the Pine County HRA Senior Housing Board of Directors was held on October 3, 2012, at the Sandstone Manor. Commissioners of the HRA present were Dorothy Stockamp, Cherie Drilling, Arild Frederiksen, Dean Dronen, and Jan Oak. Staff member present was Executive Director Janice Gustafson. Resident Dwayne P. Seifert was present.

1. The meeting was called to order at 2:10 P.M. by Board Chair D. Stockamp.

2. Dwayne P. Seifert, Finlayson Manor #9, received from the Board of Directors of the HRA a termination of tenancy letter dated September 27, 2012, and is effective October 31, 2012. Mr. Seifert is in material noncompliance of his HUD Lease and House Rules because of repeated violations of the non-smoking policy. Also, he is in material noncompliance with the written agreement he made with the HRA after he received notice of termination of tenancy dated March 7, 2011.

3. In accordance with HUD Regulation 4350.3 Rev-1, Mr. Seifert had ten (10) days within which to discuss his termination of tenancy with the Board of Directors of the HRA. On October 1, 2012, Mr. Seifert requested a special meeting with the HRA which was scheduled for October 3, 2012.

4. Mr. Seifert expressed concerns about how the termination of tenancy would affect his VA program for services he receives from Mercy Home Care. The Board recommended to him he check on the portability of those services. Further, they stated there are numerous agencies which provide home care services in various locations.

5. Mr. Seifert acknowledged smoking in his apartment in violation of his Lease, House Rules, and the written agreement he made with the HRA dated March 14, 2011.

6. Mr. Seifert apologized to the Board members for taking up their valuable time. When asked by Board members if he would apologize to the Finlayson Manor residents, he said "no" and explained his dislike of the other residents.

7. Mr. Seifert was asked what would stop him from violating his lease again in a couple of months. He responded he wanted to continue living at the Manor and he would smoke in his car.

8. After Mr. Seifert left the meeting, Board members discussed the termination of tenancy and the number of written and oral reprieves Mr. Seifert has received in the past. A motion was made by D. Dronen and was seconded by A. Frederiksen to proceed with the termination of tenancy of Dwayne P. Seifert, FM #9. Motion carried: Yeas 5, Nays 0.

9. A motion was made by D. Dronen was seconded by J. Oak to adjourn the meeting at 2:45 P.M. Motion carried: Yeas 5, Nays 0.

Dorothy Stockamp
HRA Board Chair

Janice S. Gustafson
Executive Director

PINE COUNTY REQUEST FOR BOARD ACTION

Requested Board Date: November 6, 2012	Consent Agenda *(Please Circle)* Regular Agenda Estimated Time: *(Please Circle)* _____ 10 Min. 15 Min. Time needed 30 Min. 45 Min. 1 hour
Department Requesting Action: **Auditor/Treasurer**	Cathy Clemmons 10-29-12 Department Head Signature Date

Item for Discussion:

October 2012 Disbursements

Board Action Requested: (Attach additional pages if needed)

Supporting Documents: Attached None

DISBURSEMENTS JOURNAL REPORT Specific Dates: 10/01/2012 - 10/31/2012

RECAP BY FUND	FUND	AMOUNT	NAME
	1	522,742.77	GENERAL REVENUE FUND
	13	858,027.34	ROAD & BRIDGE FUND
	21	51,336.07	800 MHZ PROJECT FUND
	22	4,534.20	LAND MANAGEMENT FUND
	37	78.48	COUNTY RAILROAD AUTHORITY
	38	2,335.25	BUILDING FUND
	76	227,023.63	GROUP HEALTH INS FUND 5/1/95 (GEN)
	80	30,024.14	COUNTY COLLECTIONS AGENCY FUND
	82	2,876,359.99	TAXES AND PENALTIES AGENCY FUND
		4,572,461.87	Total Disbursements

RECAP BY TYPE	TYPE	AMOUNT	NAME
	1	4,572,741.87	AUD
	3	280.00-	MVC
		4,572,461.87	Total Disbursements

Copyright 2010 Integrated Financial Systems

PINE COUNTY REQUEST FOR BOARD ACTION

Requested Board Date: November 6, 2012	Consent Agenda *(Please Circle)* Regular Agenda Estimated Time: *(Please Circle)* _____ 10 Min. 15 Min. Time needed 30 Min. 45 Min. 1 hour
Department Requesting Action: **Auditor/Treasurer**	Cathy Clements 10-29-12 Department Head Signature Date

Item for Discussion:

Application for Abatement: Kevin Blomker, 20453 Hwy 107, Grasston, PID 28.0566.003, pay 2010-12

Board Action Requested: (Attach additional pages if needed)

Supporting Documents: Attached None

APPLICATION FOR ABATEMENT - HOMESTEAD FORM

(M.S. 375.192)

DATE: 10/24/12 $25 Fee Collected: YES ✓ NO___ For Taxes Levied In: 2009

Abatement # ABIC 76 And Payable In: 2010

Please Print Or Type

Applicants Name: Kevin Blomker Applicant's SSN: ___ Telephone(Home): 320-223-1259 Telephone(Work):	Applicants Mailing Address: 20453 Hwy 107 Grasston, MN 55030

Description Of Property:

Property ID or Parcel Number: 28-0566-003

Street Address: 20453 State Hwy 107

Township/City: Pokegama

School District: 578

Legal Description: SE¼ of SE¼, 7-39-22

OWNERSHIP DATA

I/We declare that I/We owned and occupied the property described above for the purpose of homestead on January 2, 1995 (or Dec 1, _____ mid-year homesteads) and that such occupancy began on _____, _____ and that my/our ownership is evidenced by a QCD deed dated Nov 10, 2008 which provides for a sole/shared ownership interest by a total of 3 persons.

Minn. Stat., Sec. 375.192, Subd. 1 requires the names and social security numbers of all property owners claiming homestead to verify that they are not receiving more than one homestead. **Your social security number is private information.** If you fail to provide the social security numbers this property will not be eligible for the homestead classification. State law provides for county government to make social security numbers available only to the Minnesota Department of Revenue.

Owner's Name: Kevin Blomker Social Security Number: ___

Owner's Name: Rocky Blomker Social Security Number: ___

Owner's Name: Margaret Taylor Social Security Number: ___

Owner's Name: ___ Social Security Number: ___

Applicants Request:

Applicant Requests that the real estate described above be classified for the above year as real estate used for the purposes of a homestead and that the taxable value and the taxes for the above year be reduced accordingly. This statement is a true and full statement of all facts known to the applicant relative to this matter.

Applicant's Signature: Kevin Blomker

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

REPORT OF INVESTIGATION:

I hereby report that I have investigated the statements made in the foregoing application and find the facts to be as follows:
Homestead removed when owner took title, we never followed up since wrong address, but owner does live there & has since 1995.

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

Signature of Investigator 10/24/12 Date

APPLICATION FOR ABATEMENT - HOMESTEAD FORM

(M.S. 375.192)

DATE: 10/24/12 $25 Fee Collected: YES X NO ___ For Taxes Levied In: 2010

Abatement # AB11-41 And Payable In: 2011

Please Print Or Type

Applicants Name: Kevin Blomker Applicant's SSN: ___ Telephone(Home): 320-223-1254 Telephone(Work): ___	Applicants Mailing Address: 20453 Hwy 107 Grasston, MN 55030

Description Of Property:

Property ID or Parcel Number: 28-0566-003

Street Address: 20453 State Hwy 107

Township/City: Pokegama

School District: 598

Legal Description: SE¼ of SE¼, 7-39-22

OWNERSHIP DATA

I/We declare that I/We owned and occupied the property described above for the purpose of homestead on January 2, 1995 (or Dec 1, ___ mid-year homesteads) and that such occupancy began on ___, ___ and that my/our ownership is evidenced by a QCD deed dated Nov 10, 2008 which provides for a sole/shared ownership interest by a total of 3 persons.

Minn. Stat., Sec. 375.192, Subd. 1 requires the names and social security numbers of all property owners claiming homestead to verify that they are not receiving more than one homestead. **Your social security number is private information.** If you fail to provide the social security numbers, this property will not be eligible for the homestead classification. State law provides for county government to make social security numbers available only to the Minnesota Department of Revenue.

Owner's Name: Kevin Blomker Social Security Number: ___

Owner's Name: Rocky Blomker Social Security Number: ___

Owner's Name: Margaret Taylor Social Security Number: ___

Owner's Name: ___ Social Security Number: ___

Applicants Request:

Applicant Requests that the real estate described above be classified for the above year as real estate used for the purposes of a homestead and that the taxable value and the taxes for the above year be reduced accordingly. This statement is a true and full statement of all facts known to the applicant relative to this matter.

Applicant's Signature: Kevin Blomker

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."

REPORT OF INVESTIGATION:

I hereby report that I have investigated the statements made in the foregoing application and find the facts to be as follows:

Homestead removed when owner took title, we never followed up since wrong address, but owner does live there & has since 1995.

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

Signature of Investigator ___ Date 10/24/12

APPLICATION FOR ABATEMENT - HOMESTEAD FORM

(M.S. 375.192)

DATE: 10/24/12 $25 Fee Collected: YES X NO ___ For Taxes Levied In: 2011

Abatement # AB12-28 And Payable In: 2012

Please Print Or Type

Applicants Name: Kevin Blonker Applicant's SSN: Telephone(Home): 320-223-1254 Telephone(Work):	Applicants Mailing Address: 20453 Hwy 107 Grasston, MN 55030

Description Of Property:

Property ID or Parcel Number: 28-0566-003

Street Address: 20453 State Hwy 107

Township/City: Pokegama

School District: 578

Legal Description: SE¼ of SE¼, 7-39-22

OWNERSHIP DATA

I/We declare that: I/We owned and occupied the property described above for the purpose of homestead on January 2, 1995 (or Dec 1, _____ mid-year homesteads) and that such occupancy began on _____, _____ and that my/our ownership is evidenced by a QCD deed dated Nov 10 2008 which provides for a sole/shared ownership interest by a total of 3 persons.

Minn. Stat., Sec. 375.192. Subd. [illegible] requires the names and social security numbers of all property owners claiming homestead to verify that they are not receiving more than one homestead. **Your social security number is private information.** If you fail to provide the social security numbers, this property will not be eligible for the homestead classification. State law provides for county government to make social security numbers available only to the Minnesota Department of Revenue.

Owner's Name: Kevin Blonker Social Security Number: _____

Owner's Name: Rocky Blonker Social Security Number: _____

Owner's Name: Margaret Taylor Social Security Number: _____

Owner's Name: _____ Social Security Number: _____

Applicants Request:

Applicant Requests that the real estate described above be classified for the above year as real estate used for the purposes of a homestead and that the taxable value and the taxes for the above year be reduced accordingly. This statement is a true and full statement of all facts known to the applicant relative to this matter.

Applicant's Signature: Kevin Blonker

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."

REPORT OF INVESTIGATION:

I hereby report that I have investigated the statements made in the foregoing application and find the facts to be as follows:

Homestead removed when owner took title, we never followed up since wrong address, but owner does live there + has since 1995.

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

K S — Signature of Investigator — 10/24/12 Date

PINE COUNTY REQUEST FOR BOARD ACTION

Requested Board Date: November 6, 2012	Consent Agenda *(Please Circle)* Regular Agenda Estimated Time: *(Please Circle)* _____ 10 Min. 15 Min. Time needed 30 Min. 45 Min. 1 hour
Department Requesting Action: **Auditor/Treasurer**	Cathy Clemmer 10-29-12 Department Head Signature Date

Item for Discussion:

Application for Premises Permit and Lease to conduct Minnesota lawful gambling for Kerrick Firefighter's Relief Association at the Nickerson Bar, 94430 Main St, Nickerson (Nickerson Twp)

Board Action Requested: (Attach additional pages if needed)

Supporting Documents: Attached None

LG214 Premises Permit Application

Annual Fee $150

Required Attachments to LG214

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

Mail the application and required attachments to:
Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

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

Organization Information

1. Organization name Kerrick Firefighter's Relief Assoc. License number 92404
2. Chief executive officer (CEO) Dave Ketchum Daytime phone 218·372·3026
3. Gambling manager Nicci Trierweiler Daytime phone 320·838·3638

Gambling Premises Information

4. Current name of site where gambling will be conducted The Nickerson Bar
5. List any previous names for this location _____
6. Street address where premises is located _____
   Do not use a P.O. box number or mailing address.

7. City	OR	Township	County	Zip code
			Pine	

8. Does your organization own the building where the gambling will be conducted?
   ☐ **Yes** ☒ **No** **If no,** attach LG215 Lease for Lawful Gambling Activity.
   A lease is not required if only a raffle will be conducted.
9. Is any other organization conducting gambling at this site? ☒ Yes ☐ No ☐ Don't know
10. Has your organization previously conducted gambling at this site? ☐ Yes ☒ No ☐ Don't know

Gambling Bank Account Information. Must be in Minnesota.

11. Bank name Bank account number

12. Bank street address City State Zip code
    MN

All Temporary and Permanent Off-site Storage Spaces

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

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

LG214 Premises Permit Application

Acknowledgment by Local Unit of Government: Approval by Resolution

Local unit of government must sign

CITY APPROVAL for a gambling premises located within city limits

City name _____

Date approved by city _____

Resolution number, if any _____

Signature of city personnel

_____

Title _____ Date _____

COUNTY APPROVAL for a gambling premises located in a township

County name _____

Date approved by county _____

Resolution number, if any _____

Signature of county personnel

_____

Title _____ Date _____

TOWNSHIP. If required by the county.
On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. [A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.]

Print township name _____

Signature of township officer _____

Title _____ Date _____

Acknowledgment and Oath

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

_____ _____

Signature of Chief Executive Officer (designee may not sign) Date

Print name _____

Reset Form Print Form

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to: Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; 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.

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

MINNESOTA LAWFUL GAMBLING

LG215 Lease for Lawful Gambling Activity

Organization	Address	License/site number	Daytime phone
Kerrick Firefighter's Relief Assoc	PO Box 17 Kerrick, MN 55756	92404	320-838-3638

Name of leased premises	Street address	City	State	Zip	Daytime phone
Nickerson Bar + Motel Inc	94430 Main St.	Nickerson	MN	55749	218-496-5613

Name of legal owner	Business/street address	City	State	Zip	Daytime phone
Michelle Lappegaard	Same	Same	MN	55749	218-496-5613

Name of lessor (if same as legal owner, write in "SAME"					
Same					

Check applicable item:

[X] 1. **New lease. Do not submit existing lease with amended changes.**

_____ Date that the changes will be effective. Submit changes at least 10 days **before** the effective date of the change.

[ ] 2. **New owner.** Effective date _____ Submit new lease **within** 10 days after new lessor assumes ownership.

Check all activity that will be conducted

[ ] Pull-tabs [paper]

[ ] Pull-tabs [paper] with dispensing device

[ ] Bar bingo [ ] Bingo

[ ] Tipboards

[ ] Paddlewheel [ ] Paddlewheel with table

[ ] Electronic pull-tabs [must also sell paper pull-tabs]

[ ] Linked electronic bingo

Electronic games may only be conducted at:
(1) *a premises licensed for the on-sale or off-sale of intoxicating liquor or 3.2 percent malt beverages [but does not include a general food store or drug store permitted to sell alcoholic beverages under Minn. Stat. 340A.405, subdivision 1]; or*
(2) *a premises where bingo is conducted as the primary business and has a seating capacity of at least 100.*

PULL-TAB, TIPBOARD, ELECTRONIC LINKED BINGO, AND PADDLEWHEEL RENT

Separate rent for booth and bar ops. Complete all that apply. No lease required for raffles.

BOOTH OPERATION - the sales of gambling equipment by an employee/volunteer of a licensed organization in a premises leased or owned by the organization.

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

- Total rent paid from all organizations for only booth operations at the leased premises may not exceed $1,750 per month.
- The rent cap does not include BAR OPERATION rent.

BAR OPERATION - the sales of gambling equipment within a leased premises by an employee of the lessor.

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

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

- Rent may not be paid for bar bingo.
- Bar bingo does not include bingo games linked to other permitted premises.

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

Bingo rent is limited to one of the following:

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

LEASE TERMINATION CLAUSE. Must be completed.

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

Other terms Raffles

LG215 Lease for Lawful Gambling Activity

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

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

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

Participation as Players Prohibited - The lessor will not participate directly or indirectly as a player in any lawful gambling conducted on the premises. The lessor's immediate family and any agents or gambling employees of the lessor will not participate as players in the conduct of lawful gambling on the premises, except as authorized by Minnesota Statutes 349.181.

Illegal Gambling - The lessor is aware of the prohibition against illegal gambling in Minnesota Statutes 609.75, and the penalties for illegal gambling violations in Minnesota Rules 7865.0220, Subpart 3. In addition, the Board may authorize the organization to withhold rent for a period of up to 90 days if the Board determines that illegal gambling occurred on the premises or that the lessor or its employees participated in the illegal gambling or knew of the gambling and did not take prompt action to stop the gambling. Continued tenancy of the organization is authorized without payment of rent during the time period determined by the Board for violations of this provision, as authorized by Minnesota Statutes 349.18, Subdivision 1(a).

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

Notwithstanding Minnesota Rules 7865.0220, Subpart 3, an organization must continue making rent payments under the terms of this lease, if the organization or its agents are found to be solely responsible for any illegal gambling, conducted at this site, that is prohibited by Minnesota Rules 7861.0260, Subpart 1, item H or Minnesota Statutes 609.75, unless the organization's agents responsible for the illegal gambling activity are also agents or employees of the lessor.

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

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

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

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

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

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

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

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

Acknowledgment of Lease Terms

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

Other terms of the lease

Signature of lessor	Date	Signature of organization official [lessee]	Date
Nicole M Trierweiler	9/24/12	Michelle Lappegaard	10-10-12
Print name and title of lessor		Print name and title of lessee	
Nicole M. Trierweiler Gambling Manager		Michelle Lappegaard Owner/CEO	

Questions? Contact the Licensing Section, Gambling Control Board, at 651-639-4000. This publication will be made available in alternative format (i.e. large print, Braille) upon request. **Data privacy notice:** The information requested on this form and any attachments will become public information when received by the Board, and will be used to determine your compliance with

PINE COUNTY REQUEST FOR BOARD ACTION

Requested Board Date: November 6, 2012	Consent Agenda *(Please Circle)* Regular Agenda Estimated Time: *(Please Circle)* _____ 10 Min. 15 Min. Time needed 30 Min. 45 Min. 1 hour
Department Requesting Action: **Auditor/Treasurer**	Cathy Clemmer 10-29-12 Department Head Signature Date

Item for Discussion:

Application for Exempt Permit for the Wrenshall Area Sno-Sharks to conduct Minnesota lawful gambling on January 26, 2013 at the Nickerson Bar, 94430 Main St, Nickerson (Nickerson Twp)

Board Action Requested: (Attach additional pages if needed)

Supporting Documents: Attached None

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
If application posted or received:

less than 30 days before the event	more than 30 days before the event
$100	**$50**

ORGANIZATION INFORMATION

Organization name: WRENSHALL AREA SNO-SHARKS
Previous gambling permit number: X-04574

Minnesota tax ID number, if any:
Federal employer ID number (FEIN), if any: 41-1470708

Type of nonprofit organization. Check one.

___ Fraternal ___ Religious ___ Veterans ✓ Other nonprofit organization

Mailing address	City	State	Zip code	County
59951 WOLF DRIVE	NICKERSON	MN	55749	PINE

Name of chief executive officer [CEO]	Daytime phone number	E-mail address
RANDY MCCUSKEY	218 390 3808	

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.
NICKERSON BAR

Address [do not use PO box]	City or township	Zip code	County
94430 MAIN STREET	NICKERSON	55749	PINE

Date[s] of activity. For raffles, indicate the date of the drawing.
JANUARY 26, 2013

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

___ Bingo* X 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 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 Randy McCaskey Date 10/11/12

Print name Randy McCaskey

Print form and have CEO sign

REQUIREMENTS

Reset form

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. 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.

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 Department 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.

PINE COUNTY REQUEST FOR BOARD ACTION

Requested Board Date: November 6, 2012	Consent Agenda *(Please Circle)* Regular Agenda Estimated Time: *(Please Circle)* _____ 10 Min. 15 Min. Time needed 30 Min. 45 Min. 1 hour
Department Requesting Action: **Assessor**	Department Head Signature 10/24/12 Date

Approve the hire of Lorri Houtsma as a Property Appraiser, effective November 5, 2012, at a starting wage of $18.27 per hour, B24, step 5.

Board Action Requested: (Attach additional pages if needed)

Supporting Documents: Attached None

PINE COUNTY REQUEST FOR BOARD ACTION

Requested Board Date:	Consent Agenda *(Please choose)*
Nov 6, 2012	Regular Agenda Estimated Time: *(Please Circle)* _____ 10 Min. 15 Min. Time needed 30 Min. 45 Min. 1 hour
Department requesting action: **Sheriff**	RBCole 10-18-2012 Department Head Signature Date

Item for Discussion: (one form per item)

The Pine County Sheriff's Office has received a request from Pine EMS, a volunteer medical responder unit, for a donation of surplus emergency equipment.

The Sheriff's Office has a limited amount of decommissioned emergency lights and sirens available. These items are wore, and on longer available from the manufacturer. If the donation is approved the Sheriff recommends donating twice the items requested so spare parts are available.

~~This donation will be placed in the Posse Fund.~~

Board Action Requested: (Attach additional pages if needed)

Request the Pine County Board of Commissioners approve this request.

To donate up to 2 light bars & 2 sirens to the Pine EMS.

Supporting Documents: Attached None

DATE: October 15, 2012

TO: Robin Cole
Pine County Sheriff

FROM: Pine EMS
First Responder Volunteer s
Based in Pine City and Hinckley

RE: Need for a light bar and siren

Pine EMS is a group of Volunteer First Responders based in Pine City and Hinckley, 24 members strong, who respond to emergency medical calls to assist community members with medical or trauma care needs prior to ambulance arrival. Pine EMS also assists the ambulance service when more medical staff are needed.

Our group was formed in 2009 and assist in approximately 20 calls per month in each base location along with providing emergency medical care at community events.

We have received two ambulance trucks and purchased one SUV. The trucks are in Hinckley and Pine City and respond to area calls and events. The SUV has been purchased to respond and assist with calls on the interstate, state and county highways. The SUV is in need of a LED light bar and siren. Would the Pine County Board of Commissioners consider donating one light bar and siren from the Sheriff's Department? We would greatly appreciate your help.

Thank you.

PINE COUNTY REQUEST FOR BOARD ACTION

Requested Board Date: November 6, 2012	Consent Agenda *(Please Circle)* Regular Agenda Estimated Time: *(Please Circle)* _____ 10 Min. 15 Min. Time needed 30 Min. 45 Min. 1 hour
Department Requesting Action: **Auditor/Treasurer**	Cathy Clemmons 10-29-12 Department Head Signature Date

Item for Discussion:

Approval of training for Paul Johnson to attend the one-day State Auditor Local Government Training Conference, November 15, 2012 in St. Paul. Cost - $125.00.

Board Action Requested: (Attach additional pages if needed)

Supporting Documents: Attached None

State Auditor Local Government Training Conference

Thursday, November 15, 2012
7:15 AM to 4:30 PM
Crowne Plaza St. Paul Riverfront Hotel

----- Agenda -----

	Time	Presenter
Registration opens	7:15 am	
GASB Update	8:00 am	Randal Finden, Project Manager, GASB
Break	10:00 am	
Legal Compliance Update	10:15 am	David Kenney, JD; Mark Kerr, JD
Special Investigations Update	11:00 am	Nancy Bode, JD
Lunch	11:45 am	
Internal Controls	12:30 pm	Dennis Dycus, CPA, CFE, CGFM
Break	2:30 pm	
Audit Findings	2:45 pm	Kathy Docter, CPA, CFE
Post-GASB 54!	3:10 pm	Tom Karlson, CPA
The Road to Chaos	3:30 pm	Audrey Thomas

Conference concludes at 4:30 pm

Other Information

Notes:

The conference is intended for individuals who work with or for local governments.

This conference should provide 8 continuing professional educational (CPE) credits: some may be eligible for CLE.

Minutes and schedule may be subject to change.

Business casual attire recommended.

Questions? Contact Tom Karlson at Tom.Karlson@osa.state.mn.us or 651-296-2551.

Hotel Reservation Information:

A small block of rooms has been set aside for Wednesday November 14, 2012 and will be held until November 2 at a room rate of $101.13 (includes taxes). Please contact the hotel for reservations at 651-292-1900 or www.cpstpaul.com.

Session Descriptions and Presenters

GASB Update – ***Randal Finden, Project Manager, Governmental Accounting Standards Board (GASB)***

GASB pronouncements now number in the sixties: many are effective soon. This session will highlight GASB statements 60-68 and their impacts on accounting and financial reporting for state and local governments. Mr. Finden also will discuss current and future projects of the GASB.

Legal Update – ***David Kenney and Mark Kerr, Assistant Legal Counsels, OSA***

The presenters will discuss recent changes to and legal issues arising under Minnesota and federal laws that impact political subdivisions. They will emphasize timely compliance issues and updates to the *Minnesota Legal Compliance Audit Guide for Political Subdivisions*.

Special Investigations Update – ***Nancy Bode, Assistant Legal Counsel, OSA***

The OSA Special Investigations Division has been involved with a number of investigations and inquiries. This session will delve into issues that have been identified through these cases and provide guidance on avoiding pitfalls.

Internal Controls – ***Dennis Dycus, CPA, CFE, CGFM***

Understanding and documenting your entity's internal controls are essential for ensuring the safeguarding of assets, as well as the integrity of financial reporting. Dennis Dycus will discuss internal controls and, in particular, the need to perform a risk assessment of controls and for monitoring the effectiveness of those internal controls.

Audit Findings – ***Kathy Docter, Investigator Senior, OSA***

Often the best way to avoid problems is to hear about issues that other entities have faced. Kathy Doctor will present findings from recent audit reports.

Post-GASB 54! – ***Tom Karlson, Manager of Standards and Procedures, OSA***

GASB 54 has been implemented by local governments. This session will discuss questions that arose with the implementation and take one last look at the requirements.

The Road Called Chaos – ***Audrey Thomas, Owner, Organized Audrey***

Everyone can improve on their organizational skills. This humorous and entertaining presentation dispels the myth "disorganized people were born that way and they have no choice but to live with it." While organization is a skill that can be learned, the audience will come to understand the disorganization they live with, where it came from and how they can choose another road to travel.

PINE COUNTY REQUEST FOR BOARD ACTION

Requested Board Date: 11/6/2012	Consent Agenda *(Please Circle)* Regular Agenda Estimated Time: *(Please Circle)* __Min.__ 5 Min. Time needed 20 Min. 45 Min. 1 hour
Department requesting action: **Health and Human Services**	__Linda Cassman__ Department Head Signature Date 10/29/12

Item for Discussion:

NCAST Training for JaNet Manning. This 6 day evidence based practice training is offered Nov. 6, 7, 8, 14, 15, and 16. This training is required for the new MIECHV grant program that we are administering collaboratively with Kanabec County. We did not receive notice of the requirement or the dates of training in time for last month's board meeting. There is no cost for the actual training, but the worker will have mileage costing approximately $472 and meals costing approximately $42

Board Action Requested: (Attach additional pages if needed)

Pine County Board approves JaNet Manning to attend the NCAST training.

Supporting Documents: (Attached) None

Staff Development/Training Request Form

Please complete for each training session, workshop, or conference you attend. You must have your Supervisor's approval along with the Director's approval. Requests that are going to Board must be sent at least one week ahead to Janet Schumacher to be placed on the agenda. Give to Janet Schumacher to be recorded in your staff development file after you have attended.

Employee's Name: Janet Manning

Request To Attend The Following: NCAST Parent/Child Interaction

Location: 3301 Cty Rd 138 White Park MN

Date (S): From: Nov. 6-8 (6,7,8) To: and Nov. 14, 15, 16

Total Time Away From Work: 30 hrs each wk Hours (This is total time you will be paid for) (Total 60hrs)

Required Training? (Yes) or No CEU'S: (#) 42 Total Training Hours YTD: 7.5

Available On: DVD ITV VCR? Yes or (No)

Others From Our Department Who Will Be Attending: only myself

Decisions on granting training requests will use the following criteria:
a. Core training for new staff
b. Training for mandated service changes
c. Training for enhancing revenue streams or expense reduction
d. Training paid by grants or other organizations
e. Other pertinent training with registration costs less than $100 and not requiring county paid overnight stays

COST:	ESTIMATED	ACTUAL (Complete After)
REGISTRATION	$ 0	$
MEALS	$42 $on own own	$
ACCOMMODATIONS	$ no $472.86	$
TRAVEL	852 miles x.55 468 $ 142 miles gal	$
OTHER	$ —	$

PAYMENT SOURCE: MLECHV

APPROVED BY Gwen Lewis RN/PHN Supervisor/Director DATE: 10-29-12

APPROVED BY _____ Board DATE: _____

*Indicate staff person's name that shared expenses with you and be sure to divide all costs between each employee and include those same amounts on each form. See other side for Policy & Procedure.

Revised 3/08

Minnesota
Department of
Health

Education and Training | Trainings

No Charge Event Confirmation

NCAST Parent Child Interaction (PCI) - November 6 - 8 and 14 - 16, 2012

Thank you for registering for "NCAST Parent Child Interaction (PCI) - November 6 - 8 and 14 - 16, 2012".

If you have problems with this registration form, please send an email to the Division of Community & Family Health.

If you have questions about this event or need assistance, please call Elizabeth M. Arita at 651-201-3736 or send email to Liz.Arita@state.mn.us

Event Details

Event: NCAST Parent Child Interaction (PCI) - November 6 - 8 and 14 - 16, 2012

Description: This training includes the use of the Parent-Child Interaction (PCI) Feeding and Teaching Scales and the Sleep Activity Record (SAR). Parent-Child Interaction (PCI) Feeding and Teaching Scales. These are used for measuring parent-child interaction and communication behaviors. The Sleep Activity Record (SAR) can help pregnant mothers and caregivers promote predictable behaviors in their babies through specific activities, routines and interactions.

Registration is prioritized for these participants:

- **Family Home Visitors and their Supervisors who directly serve clients funded through MIECHV (Maternal, Infant and Early Child Home Visiting)**
- **Home visitors working in agencies who are affiliated with and implementing the Nurse Family Partnership (NFP) evidenced based model.**
- **You must also be an RN or PHN or seek the consent of the instructors.**
- **Participants must complete the NCAST Keys to Caregiving, attend all six days of training and achieve reliability on the scales in order to achieve Reliability certification.**

You must register for and complete the NCAST "Keys to Caregiving" online self-study course PRIOR to attending this NCAST PCI training. The six hour online self-study program, "Keys to Caregiving" must be completed before you can gain entrance into the NCAST PCI training class.

This 6 day class is comprised of two sessions: Feeding - 3 days and Teaching - 3 days. Participants **must** attend **all six** days of training and achieve reliability on the scales to complete Reliability certification. This class is scheduled in two parts in order for participants to schedule time between the two sessions to practice using the materials.

Participants will attain reliability through videotape observations provided by the NCAST Program Instructor through the University of Washington in Seattle. For those who do not achieve observational reliability on the first attempt, retest dates and locations will be determined between the participant(s) and instructor as needed.

About The Trainers

Maureen Fuchs, RN, PHN is one of three Maternal Child Health / Home Visiting Consultants for the Minnesota Department of Health (MDH) and Minnesota's State Nurse Consultant for the Nurse-Family Partnership (NFP) model for home visiting. Maureen has over 30 years prior experience working in clinical and local public health settings providing health promotion and prevention services to pregnant and parenting families. Since 2007 she has been certified as NCAST instructor through NCAST Programs at the University of Washington, Seattle School of Nursing.

Sylvia Cook, MPH, RN, PHN, is one of three Maternal Child Health / Home Visiting Consultants for the Minnesota Department of Health (MDH). She has over 20 years prior experience working in home visiting with a maternal-child health population including 7 years supervisory and management level experience. She is certified as an NCAST Instructor through NCAST Programs at the University of Washington. Sylvia has also been certified as a Technical Assistance / Quality Assurance Specialist and Integrated Strategies trainer through Great Kids Inc. and provides technical assistance to Healthy Family America programs in Minnesota.

Location: Stearns County Service Center(Waite Park)

Event Fee: No Charge

Start Date: Tuesday, November 6, 2012

End Date: Thursday, November 8, 2012

Cancellation Policy: Class size is limited and classes fill fast. There are many family home visitors required to take this training so, if you need to cancel, please help us by e-mailing Health.FHV@state.mn.us as soon as possible so those on the wait list may be able to attend. PLEASE do not send a substitute.

MDH reserves the right to cancel or reschedule due to low enrollment, weather or unforeseen circumstances. MDH is not responsible for travel arrangements, travel fees or any expenses incurred as a result of such cancellation. If MDH cancels a

class, registrants will be notified at the email addresses provided at the time of registration.

Registrant Information

Name: JaNet Manning

Email address: JaNet.Manning@co.pine.mn.us

Phone number: 320-216-2143

Organization: Pine County Health & Human Services

Street address 1: 1610 Highway 23 North

City, State, Zip: Sandstone, MN 55072

Go Back To > Event Details

Go Back To > CFH Education and Training List

Please contact the MCH section at 651-201-3760 if you have any questions or are experiencing difficulties with the site.

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Minnesota Counties Intergovernmental Trust

100 Empire Drive, Suite 100
St. Paul, MN 55103-1885
www.mcit.org

Phone: 651-209-6400
Toll Free: 866-547-6516
Fax: 651-209-6496

RECEIVED
OCT 25 2012

BOARD OF DIRECTORS

Dennis Hegberg
Trust Chair
Washington County Commissioner

Sharon K. Anderson
Vice-Chair
Auditor/Treasurer
Cass County

Scott Sanders
Secretary/Treasurer
Watonwan County Commissioner

Graylen Carlson
Lac qui Parle County Commissioner

Don Diedrich
Polk County Commissioner

John Hoscheid
Lake of the Woods County Auditor

Felix Schmiesing
Sherburne County Commissioner

Dan Kuhns
Waseca County Commissioner

Charles Enter
Brown County Administrator

October 24, 2012

RE: VOTING DELEGATES AND ALTERNATES

Dear: David Minke

The 2012 Annual Meeting of the Minnesota Counties Intergovernmental Trust will be held on:

Monday, December 3, 2012 at 4:00 PM
(Registration to begin at 3:30)
Room: Wilson Room
Rivers Edge Convention Center
St. Cloud, Minnesota

An election will be held for three seats on the MCIT Board of Directors. The MCIT Bylaws provide for the designation of official voting delegates and alternates. Our records indicate that your voting delegate and alternate are as follows:

Delegate: Mark LeBrun

Alternate: Steve Hallan

IF THIS IS CORRECT, YOU NEED NOT RESPOND TO THIS LETTER. If this is incorrect or if you wish to change your voting delegate and alternate, please complete the enclosed designation form. The form should be signed and returned to MCIT by **November 22, 2012.** The form can be faxed to 651.209.6496. Thank you for your attention to this matter.

Sincerely,

Robyn M. Sykes
Executive Director

cc: County Administrator, Coordinator, Auditors or Auditor/Treasurer

MINNESOTA COUNTIES INTERGOVERNMENTAL TRUST

VOTING DELEGATE AND ALTERNATE

DESIGNATION FORM

County: PINE

Pine County hereby designates the following individuals to serve as its voting delegate and alternate:

Delegate: David Minke

Alternate: Steve Hallan

_____ Date_____

Pine County Board Chair

Please return this form to MCIT no later than November 22, 2012 at:

MCIT
100 Empire Drive, Suite 100
St. Paul, MN 55103-1885

Or FAXat651-209-6496

PINE COUNTY REQUEST FOR BOARD ACTION

Requested Board Date: November 6, 2012	Consent Agenda *(Please Circle)* Regular Agenda Estimated Time: *(Please Circle)* 5 10 Min. 15 Min. Time needed 30 Min. 45 Min. 1 hour
Department Requesting Action: **AUDITOR**	Cathy Clemens 10-29-12 Department Head Signature Date

Item for Discussion: (one form per item)

Repurchase of forfeited land in full – Linda Hanson, Parcel 28.5536.000

Board Action Requested: (Attach additional pages if needed)

Approve the above repurchase in full.

Supporting Documents: **Attached** None

RESOLUTION

WHEREAS, Linda Hanson, the former owner, has made and filed an application with the County Auditor for the repurchase of the hereinafter described parcel of tax forfeited land, in accordance with the provisions of Minnesota Statutes 1945, Section 282.241, as amended, which land is situated in the County of Pine, Minnesota, and described as follows, to-wit:

PID #28.5536.000

Lot 5, Block 1, Pokegama Meadows

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

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 Linda Hanson , for the repurchase of the above described parcel of tax forfeited land be and the same is hereby granted and the County Auditor is hereby authorized and directed to permit such repurchase according to the provisions of Minnesota Statutes 1945, Section 282.241, as amended.

Dated at Pine City, Minnesota, this. 6th day of November, 2012

Attest:

Chairman, Board of County Commissioners
Pine County, Minnesota

County Auditor

PINE COUNTY REQUEST FOR BOARD ACTION

Requested Board Date:	Consent Agenda *(Please Circle)* Regular Agenda Estimated Time: *(Please Circle)* Min. 5 Min. Time needed 20 Min. 45 Min. 1 hour
11/6/2012	
Department requesting action: **Health and Human Services**	Linda Cassman Department Head Signature Date 10/29/12

Item for Discussion:

Golden Horizons Assisted Living is requesting an amendment to their current Host County Contract. They built a new 12 bed capacity Memory Care Unit and need to add the beds and services to their current contract. Golden Horizons has provided copies of licenses, information regarding disclosures, rates of care, training, staffing levels, and security.

Board Action Requested: (Attach additional pages if needed)

Pine County Board approves the amendment to the current contract to include the memory care unit and services associated with the services.

Supporting Documents: Attached None

AMENDMENT TO THE HOME AND COMMUNITY-BASED WAIVER SERVICES CONTRACT BETWEEN PINE COUNTY HEALTH AND HUMAN SERVICES AND GOLDEN HORIZONS

This contract was entered into and fully executed in January 2011. Pursuant to section 23 B Amendments: Any amendments(s) or change(s) made to the terms of this Contract must be in writing and will not be effective until it has been either (1) executed or approved by the same parties, or their Successors in office, who executed and approved the original Contract, or (2) executed and approved by persons designated by the parties to this contract. The following are the changes to the original agreement:

Attachment R the addition of Memory Care Services: semi-independent living in an efficiency apartment, which includes a bathroom and living space. Documents included:

A. Level of Care Evaluation & Review Form
B. Specialty/Memory Care Level of Care rate sheet.
C. Disclosures for the Memory Care Unit.
D. Review Form and Level Care

COUNTY OF PINE
STATE OF MINNESOTA

Pine County Commissioners
BY:

_____
Pine County Board Chair

DATED:_____

Attested To:
BY:

_____
Director

DATED:_____

APPROVED AS TO LEGALITY AND FORM:
BY:

_____
County Attorney

DATED:_____

GOLDEN HORIZONS OF PINE CITY
BY:

_____
Director

DATED:_____

Golden Horizons Specialty and Memory Care

Level of care Evaluation & Review Form

Philosophy: To provide the frail and or handicapped person the autonomy and support necessary to attain and maintain the psychosocial well being.
The Golden Horizons Specialty and Memory Care Community is semi-independent living in an efficiency apartment, which includes a bathroom and living space. Rents are affordable for all income levels, see management for details.
Maple Suite $3590

Basic Services Included In Rent
*Three home cooked meals per day
*Once a week laundry/bi-weekly linen service
*Once a week housekeeping
*Twice a week shower supervision
*24-hour attendant for your safety and security
*Planned activities and outings
*Mail pick up and delivery
*RN Supervision
*Coordination of laboratory orders and results
*Coordination of medical appointments
*Resident monitoring by ALA
*Secured building
*Utilities
*Scheduled transportation from 8:30am-1:30pm for medical appointments
* Special activity outings
*Maintenance

Services Based On Fee
*Level of care service plan
*Home Health Care
*Beauty and Barber Shop
*Guest Meals
*Cable-Extended
*Telephone

SPECIALTY / MEMORY CARE LEVEL OF CARE

Level of Care	Point System	Cost
Level A	1-4	$300.00
Level B	5-8	$500.00
Level C	9-11	$700.00
Level D	12-14	$900.00
Level E	15-17	$1100.00
Level F	18-20	$1300.00
Level G	21-22	$1500.00
Level H	23-24	$1700.00
Level I	25-27	$1900.00
Level J	28-33	$2100.00
Level K	34-42	$2500.00

Additional Services

*Pedicure $15.00 per time
*B-12 Injection $5.00 per time
*Guest Meal $5.00 per meal, lunch and supper
*Guest Meal $4.00 per meal, breakfast
*Bandage care $5.00 per time
*Blood Pressure & Weight checks $5.00 per time
*Room Service-meals delivered free for first 3 days...$2.00 per meal thereafter
*Extra Bedding Change $5.00 per time

We do offer programs for seniors on fixed income. Please discuss with management.

relentless yelling, continuous attempts to leave the premises, rattling of doors, etc.

e. The resident displays repeated sexually inappropriate behavior toward others which is not altered by staff intervention.
f. Financial procedures are not completed by the responsible party.

A resident assessment will be completed by an RN prior to admission which will evaluate the resident's functional status and determine appropriate services. Family participation in this process will assist the RN in the development of the Service Plan, which will be reviewed with the resident and family. Reassessments

GOLDEN HORIZONS ASSISTED LIVING

Disclosure of Special Services for Persons with Dementia

At Golden Horizons Assisted Living, our program philosophy is to provide a safe, calm, consistent and secure environment for persons with memory loss. We promote the involvement of the residents, their families and staff in the development, implementation and evaluation of care and service delivery, including education and support. Our program provides activity-focused care and specialized programming that treats the resident with respect and dignity and maximizes their independence. Our staff receives training in dementia care upon hire, and as needed thereafter, to assist them in working with our residents.

Residents of the dementia care special unit apartments must first meet Golden Horizons' Assisted Living Residency Requirements. Additional criteria define the characteristics of persons who will benefit from specialized dementia care. These criteria are:

a. A physician's diagnosis of Alzheimer's Disease or other irreversible dementia.
b. Cognitive impairment to the extent of needing supervision or assistance with decreased decision making skills, safety issues and/or medication management due to memory loss.
c. Levels of combativeness or abusiveness to self or others must be manageable by non-professional staff in our setting.
d. Medicare "skilled nursing services" will need to be provided by a Medicare certified home care agency. Long term skilled nursing needs are not appropriate for our specialized dementia care apartments.

Discharge from our specialized dementia care apartments may be based on any of the following:

a. Specialized dementia care services are no longer needed due to disease progression. Persons with late-stage dementia generally have physical and mental/emotional needs requiring skilled care, which is not available in our assisted living setting.
b. Non compliance with necessary physician visits, medication or medical care.
c. The initial diagnosis was incomplete or incorrect, resulting in the resident not benefiting from our specialized setting, activities offered and service plan; e.g., undisclosed history of mental illness, acute psychosis, chemical dependency, clinical depression or a reversible dementia.
d. The resident exhibits continued symptoms of the disease directed toward themselves or others that are not manageable by non-professional staff. These may include, but are not limited to, habitual hitting or biting,

relentless yelling, continuous attempts to leave the premises, rattling of doors, etc.

e. The resident displays repeated sexually inappropriate behavior toward others which is not altered by staff intervention.
f. Financial procedures are not completed by the responsible party.

A resident assessment will be completed by an RN prior to admission which will evaluate the resident's functional status and determine appropriate services. Family participation in this process will assist the RN in the development of the Service Plan, which will be reviewed with the resident and family. Reassessments will be done when there are changes in the resident's condition and/or a minimum of annually. The Service Plan will be revised to reflect any change in services with resident and/or family approval.

Unlicensed staffs (Attendants) who work with the dementia care residents are supervised by a licensed registered nurse, who is available 24 hours a day, 7 days a week. All staff receive specialized training specific to the dementia/ Alzheimer's disease process and effective communication techniques, understanding challenging behaviors, and assistance with activities of daily living for persons with dementia. Copies of the job descriptions for the RN and/or Attendants are available from the Administrator.

Our physical environment was designed to encourage and support independence while promoting safety. The design is purposely simple: Large private rooms on ground level in a secured home-like setting (entry and exit by keypad) that allows for freedom of movement in a safe environment. Efforts have been made to design features and adopt practices that recognize that residents with dementia are generally sensitive to negative stimuli such as noise and glare.

Our program provides activity focused care and specialized programming that includes productive and useful activities, self care activities and leisure/ life enriching activities. Our staff assists with and/or leads our activity programs.

Family involvement with our dementia care residents is encouraged. Family members can share ideas and information about their loved ones likes and dislikes hobbies, habits and personal history. Such information helps staff provide care tailored to each individual and will ensure successful outcomes for our residents. Families will be invited to participate in periodic conferences with staff to review the resident's needs and services. Families can also attend an Alzheimer's Support group. To participate in a group in our area, contact:

_____.

Refer to the Fee Schedule for the dementia care services. A written thirty (30) day notice will be given prior to changes in the Fee Schedule.

Dated this _____ day of _____, 20____.

Resident/ Family representative

_____

_____

Golden Horizons Assisted Living

_____

By:
Its:

Golden Horizons

Client Name:_____

Specialty/Memory Care "review form and level care"

Medication

Verbal Medication Reminders (1)
Medications set up by RN (1)
Basic medication Administration by attendant (up to 4 times day)(2)
Complex medication administration by attendant (More than 4 times day)(3)
Oxygen assistance (2)
Glucose Monitoring (2)

Total Points _____

Grooming

Need supervision or reminding (1)
Need total assist by attendant (3)

Total Points _____

Bed Mobility

Need assistance getting up in bed by one attendant (1)
Need assistance getting up in bed by two attendants (2)
Need help in bed to be turned or changing positions by one attendant (1)
Need help in bed to be turned or changing positions by two attendants (2)

Total Points _____

Dressing

Need reminders or supervision (1)
Need assistance by one attendant (2)
Need assistance by two attendants (3)
Need assistance changing Ted Hose by attendant (1)

Total Points _____

Bathing

Need assistance by one attendant twice weekly (2)
Need assistance by two attendants twice weekly (3)
Need assistance in shower up to 4 times weekly (2)

Total Points _____

Mobility

Need transfer assistance by one attendant (1)
Need transfer assistance from two attendants (2)
Need assistance walking from one attendant (1)
Need assistance walking from two attendants (2)

Total Points _____

Toileting

Need daily reminders (1)
Need assistance by one attendant to get to and on/off toilet (2)
Need assistance by two attendants to get to and on/off toilet (3)
Need assistance by attendant in changing incontinence products (4)

Total Points

Housekeeping/Laundry

housekeeping up to three times per week (2)

Laundry service up to three times per week (2)

Total Points

Eating

Need assistance with nutritional supplements (1)

Need supervision or reminding (1)

Need help cutting food (1)

Need help with feeding and drinking (2)

Total Points

Behavior

Needs occasional staff intervention in the form of cues because the resident is Irritable, demanding, lethargic, or anxious. Resident will respond to cues (3)

Needs regular staff intervention in the form of redirection because the resident has episodes of disorientation, wanders, or hallucinates. Resident responds to redirection. (5)

Needs regular staff intervention with one to tone interaction: 1. For reorientation. 2. Intervention for anxiety and/or paranoid behavior exacerbations. (7)

Total Points

TOTAL POINTS OF SECTION ONE

This section should not be added up in points for level of care, only section one. Use this section only as a guide to determine the degree of difficulty one may have in communication their needs.

Communication

Communicates needs with some difficulty (1)

Communicates needs with symbol board, written, or sign language. (2)

Cannot communicate (3)

Total Points

Vision

Has vision impairment which limits person from seeing obstacles in environment (1)

Have no useful vision needs (2)

Total Points

Hearing

Hearing difficulty at conversation (1)

Hears only loud sounds (2)

Can not hear (3)

Total Points

TOTAL POINTS OF SECTION TWO

PINE COUNTY REQUEST FOR BOARD ACTION

Requested Board Date:	Consent Agenda *(Please choose)*
November 6, 2012	Regular Agenda Estimated Time: *(Please Circle)* _____ 10 Min. 15 Min. Time needed 30 Min. 45 Min. 1 hour
Department requesting action: **Sheriff**	10-22-2012 Department Head Signature Date

Item for Discussion: (one form per item)

The Pine County Board approved participation in the East Central Drug and Violent Offender Task Force on November 15th 2011, and accepted a 2012 State Grant for $100,000.00 on February 21, 2012. (2 year grant totaling $200,000.00)

The Pine County Sheriff requests the Pine County Board of Commissioners approve the Narcotics and Gang Task Force State Grant for **2013 (second half)**, in the amount of $100,000.00.

This grant will be used to fund expenses incurred by the East Central Drug and Violent Offender Task Force in 2013(over time, administrative, ect).

No matching funds are required.

Request Board approval to accept this grant.

Board Action Requested: (Attach additional pages if needed)

Supporting Documents: Attached None

MINNESOTA DEPARTMENT OF PUBLIC SAFETY

Office of Justice Programs
Crime Victim Services

445 Minnesota Street • Suite 2300 • Saint Paul, Minnesota 55101-1515
Phone: 651.201.7300 • Fax: 651.296.5787 • TTY: 651.205.4827 • Toll Free 1-888.622.8799
http://ojp.dps.mn.gov

Alcohol and Gambling Enforcement

Bureau of Criminal Apprehension

Driver and Vehicle Services

Emergency Communication Networks

Homeland Security and Emergency Management

Minnesota State Patrol

Office of Communications

Office of Justice Programs

Office of Pipeline Safety

Office of Traffic Safety

State Fire Marshal

COPY

DATE: October 4, 2012

TO: Cathy Clemmer

FROM: Sharon L. Schultz, Grant Specialist

SUBJECT: A-NGTF-2012-PineCoSherff-00029

Enclosed are three copies of the grant amendment no. 1 for signature. The signature on this amendment should be the same as the signatures of the individuals on the original grant agreement. If you have a new person holding the position of the person who signed the original grant agreement, please have him/her sign the amendment.

After all copies are signed, please return them to my attention at the above address.

Upon return of the signed amendment it will be executed by the STATE and I will return a copy to you.

If you should have any questions or need additional information, please contact me at (651) 201-7351 or e-mail: sharon.l.schultz@state.mn.us.

Minnesota Department of Public Safety ("State") Commissioner of Public Safety Office of Justice Programs 445 Minnesota Street , Suite 2300 St. Paul, MN 55101-2139	**Grant Program:** Narcotics and Gang Task Force 2012 **Grant Agreement No.:** A-NGTF-2012-PineCoSherff-00029 **Grant Amendment No.:** 1
Grantee: Pine County Sheriff's Office 635 Northridge Drive Northwest #100 Pine City, Minnesota 55063	**Grant Agreement Term:** **Effective Date:** 1/1/2012 **Expiration Date:** ~~12/31/2012~~ 12/31/2013
Grant Matching Requirement: Original Agreement Amount $0.00 Previous Amendment(s) Total $0.00 Current Amendment Amount $0.00 Total Agreement Amount $0.00	**Grantee Agreement Amount:** Original Agreement Amount $100,000.00 Previous Amendment(s) Total $0.00 Current Amendment Amount $100,000.00 Total Agreement Amount $200,000.00

In this Amendment deleted agreement terms will be struck out and added agreement terms will be underlined.

Revision 1. Special Conditions, Item 2 "Time limitations on funding use" of the Original Grant Agreement is amended as follows:

$50,000.00 is available from January 1, 2012 through ~~December 31, 2012~~ June 30, 2013.
~~$50,000.00~~ $111,000.00 is available from July 1, 2012 through ~~December 31, 2012~~ December 31, 2013.
$39,000.00 is available from July 1, 2013 through December 31, 2013.

Revision 2. Exhibit A of the Original Grant is replaced by Revised Exhibit A which is attached and incorporated into this Grant Agreement. Any references to Exhibit A now refer to Revised Exhibit A.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

COPY

The Original Grant Agreement and all previous amendments are incorporated into this amendment by reference.

1. ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: _____

Date: _____

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

Grant Agreement No. A-NGTF-2012-PineCoSherff-00029/3-8372/**41003**

2. GRANTEE

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Distribution: DPS/FAS
Grantee
State's Authorized Representative

COPY

REVISED EXHIBIT A

MINNESOTA DEPARTMENT OF PUBLIC SAFETY

OFFICE OF JUSTICE PROGRAMS

Grantee: Pine County Sheriff's Office
Grant Number: A-NGTF-2012-PineCoSherff-00029
Program: E. Central Drug Task Force

BUDGET LINE ITEM	AWARD	
Personnel	~~$51,798.00~~	**$113,428.00**
Payroll Taxes & Fringe	~~$6,900.00~~	**$6,900.00**
Training	~~$2,425.00~~	**$4,425.00**
Travel/Vehicle	$0.00	
Office Expenses	~~$4,200.00~~	**$7,110.00**
Program Expenses	~~$177.00~~	**$8,177.00**
Other Expenses	~~$9,500.00~~	**$19,960.00**
Confidential Funds	~~$25,000.00~~	**$40,000.00**
TOTAL	~~$100,000.00~~	**$200,000.00**

COPY

COPY

PINE COUNTY REQUEST FOR BOARD ACTION

Requested Board Date: February 21, 2012	Consent Agenda *(Please choose)* Regular Agenda Estimated Time: *(Please Circle)* _____ 10 Min. 15 Min. Time needed 30 Min. 45 Min. 1 hour
Department requesting action: **Sheriff**	_____ 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 Narcotics and Gang Task Force Grant for 2012, in the amount of $ 100,000.00.

This grant will be used to fund expenses incurred by the East Central Drug and Violent Offender Task Force (over time, administrative, ect).

No matching funds are required.

Request Board approval to accept this grant.

Board Action Requested: (Attach additional pages if needed)

Supporting Documents: Attached None

PINE COUNTY REQUEST FOR BOARD ACTION

COPY

Requested Board Date:	Consent Agenda *(Please choose)*
November 15, 2011	Regular Agenda Estimated Time: *(Please Circle)* _____ 10 Min. 15 Min. Time needed 30 Min. 45 Min. 1 hour
Department requesting action: **Sheriff**	_____ Department Head Signature Date

Item for Discussion: (one form per item)

Pine County Sheriff requests a resolution supporting the formation of a Drug and Violent Offender Task Force.

This Task Force will allow official cooperation between Pine, Chisago, and Isanti Counties.

No increase in funding is requested.

The County Boards of Chisago and Isanti have agreed to and endorsed the formation of the Task Force.

Pine County will act as the financial agent for the Task Force, which is formed through a joint powers agreement, and in accordance with Statute.

Request Board approval.

Board Action Requested: (Attach additional pages if needed)

Supporting Documents: Attached None

PINE COUNTY REQUEST FOR BOARD ACTION

Requested Board Date: November 6, 2012	Consent Agenda *(Please choose)* Regular Agenda Estimated Time: *(Please Circle)* _____ 10 Min. 15 Min. Time needed 30 Min. 45 Min. 1 hour
Department requesting action: **Sheriff**	10-31-2012 Department Head Signature Date

Item for Discussion: (one form per item)

The Pine County Sheriff requests the Pine County Board of Commissioners approve (by written resolution) this 10,000.00 State Grant.

This grant reimburses the expense of mandated up-grades to the dispatch center.

No matching funds are required.

Request Board approval to accept this Grant Agreement by written resolution.

Board Action Requested: (Attach additional pages if needed)

Supporting Documents: Attached None

Robin K. Cole

From: Mattila, Ernest (DPS) [Ernest.Mattila@state.mn.us]
Sent: Tuesday, October 30, 2012 9:36 AM
To: Robin K. Cole
Subject: Pine County NG911 Grant Contract
Attachments: Pine PSAP grant contract.doc

COPY

Dear Sheriff Cole,

In an effort to speed up the approval process, I am emailing you a copy of Pine County's NG911 grant contract with language that has
been approved by the Minnesota Department of Public Safety, Finance and Administration Services Division.

Here's what you will need to do:

1. **Make Three Copies** of the attached **contract,**
2. Have **each copy** of the grant **signed by the authorized person**(s)
3. Return **all three original copies** of the contract to me and include a copy of the **signatory authority** for that person(s).

When the contract has been fully executed you will be notified and a copy sent to you for your files. Work must be completed within
the grant period (see dates on contract.) You are responsible for compliance with applicable Minnesota laws.

The grant is for **reimbursement of costs**. You must submit one invoice to the state when work is completed and paid for. Include the
following information on your **agency letterhead** when requesting reimbursement:

- Grant number
- Amount requested
- A brief summary of work done
- Vendor invoices supporting the amount requested
- Copy of back and front of cancelled check (or equivalent) indicating funds were actually transferred
- Address where the reimbursement should be sent

If at any time you have questions, please contact me.

Good luck on your project and migration to NG911.

Sincerely,

Erny

Ernest H. Mattila
Emergency Communication Networks
445 Minnesota Street, Suite 137
Saint Paul, MN 55101-5137
(651)201-7555 (Office)
(651)335-2692 (Cell)
(651)296-2665 (Fax)

STATE OF MINNESOTA
GRANT CONTRACT

This grant contract is between the State of Minnesota, acting through its Commissioner of Public Safety, Emergency Communication Networks,445 Minnesota Street, Suite 137, St. Paul, MN 55101 ("State") and Pine County, 635 Northridge Drive, NW #100, Pine City, MN 55063 ("Grantee").

Recitals

1 Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant contract.
2 State funds for this grant contract were provided under Laws of Minnesota Stat. 403.113 Subdivision 3.
3 All Public Safety Answering Points (PSAPs) in Minnesota are converting to the Next Generation 911 (NG911) high speed voice and data network for routing and delivering emergency calls.
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.

Grant Contract

1 Term of Grant Contract

1.1 ***Effective date:*** November 1, 2012, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later. Once this grant contract is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to Clause 4.2 of this grant contract. Reimbursements will only be made for those expenditures made according to the terms of this grant contract.

1.2 ***Expiration date***: June 30, 2013, 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; 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

2.1 Purchase and install necessary equipment and/or network requirements for conversion from the Legacy 911 Network to the NG911 Network to meet PSAP readiness specifications as identified within the Enterprise Visions PSAP Site Survey document.

2.2 Ensure that all expenditures incurred meet PSAP NG911 readiness specifications. Expenses are limited to being explicitly related to minimum requirements for NG911 PSAP readiness and may not be extended for purchases that relate to PSAP needs outside the scope of NG 911 PSAP readiness.

2.3 Submit estimated expenses and/or quotes for expected work to Dana Wahlberg, 911 Program Manager, MN Department of Public Safety, Division of Emergency Communication Networks (DECN), prior to commencing the work.

2.4 Complete all specified acquisitions of equipment, network installation, or other identified ancillary improvements according to the DECN approved, PSAP specified project timeline to meet installation, pre-migration and migration scheduled deadlines.

2.5 Administer the grant according to the following budget:

Budget Category	Budget Amount
Equipment (including installation)	$10,000.00

2.6 Expend and request for reimbursement for only the amount required for the necessary installation costs, up to the grant amount. When project is complete, unused funds will revert to the state and may not be used for other purposes by the grantee.

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 services performed by the Grantee under this grant contract as follows: ***Compensation.*** The Grantee will be reimbursed an amount not to exceed $10,000.00 according to the breakdown of costs in Section 2.5.

(1) ***Travel Expenses.*** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will be paid in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the commissioner of Employee Relations which is incorporated into this grant contract by reference. 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.

(2) ***Matching Requirements.*** (If Applicable.) Grantee certifies that the following matching requirement, for the grant contract, will be met by the Grantee: $0,000.00.

(3) ***Total Obligation.*** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed $10,000.00

4.2 ***Payment***

(1) ***Invoices.*** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:

After migration to NG911, and not later than 30 days after the end of this contract, the Grantee will submit a single, detailed invoice and supporting documentation for reimbursement of costs associated with this contract.

(2) ***Federal funds.*** (Where applicable, if blank this section does not apply) Payments under this grant contract will be made from federal funds obtained by the State through Title _____ CFDA number _____ of the _____ Act of _____. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

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 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 Dana Wahlberg, 911 Program Manager, Division of Emergency Communication Networks, Minnesota Department of Public Safety, 445 Minnesota Street, Suite 137, St. Paul, MN 55101-5137, phone: 651-201-7546, email: dana.wahlberg@state.mn.us, or her 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 on each invoice submitted for payment.

The Grantee's Authorized Representative is Sheriff Robin Cole, Pine County, 635 Northridge Drive NW, Suite 100, Pine City, MN 55063 Phone: 320-629-8380. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

COPY

7 Assignment, Amendments, Waiver, and Grant Contract Complete

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

7.2 ***Amendments.*** Any amendment 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 its 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 Minn. Stat. § 16C.05, subd. 5, the Grantee's books, records, documents, and accounting procedures and practices relevant to this grant contract 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 contract.

10 Government Data Practices

Government Data Practices. The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this 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 Minn. Stat. § 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.

11 Workers' Compensation

The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, subd. 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.

COPY

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 cancel this grant contract at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 ***Termination for Insufficient Funding.*** The State may immediately terminate this grant contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination 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 grant contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State receiving that notice.

15 Data Disclosure

Under Minn. Stat. § 270C.65, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any, or pay other state liabilities.

THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK

1. ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: _____

Date: _____

P:urchase Order Number: 3-15164

2. GRANTEE

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

By: _____
(with delegated authority)

Title: _____

Date: _____

COPY

Distribution:
DPS/FAS
Grantee
State's Authorized Representative

PINE COUNTY REQUEST FOR BOARD ACTION

Requested Board Date: November 6, 2012	Consent Agenda *(Please choose)* Regular Agenda Estimated Time: *(Please Circle)* _____ 10 Min. 15 Min. Time needed 30 Min. 45 Min. 1 hour
Department requesting action: **Sheriff**	10-26-2012 Department Head Signature Date

Item for Discussion: (one form per item)

The Pine County Sheriff requests the Pine County Board of Commissioners approve (by written resolution) the Joint Powers Agreement between the Pine County Sheriff's Office and the State of Minnesota. .

This JPA allows the BCA to provide criminal justice data communications to the Sheriff's Office.

No funds are required.

Request Board approval to accept this Joint Powers Agreement.

Board Action Requested: (Attach additional pages if needed)

Supporting Documents: Attached None

MINNESOTA DEPARTMENT OF PUBLIC SAFETY

Bureau of Criminal Apprehension

1430 Maryland Avenue East • Saint Paul, Minnesota 55106
Phone: 651.793.7000 • Fax: 651.793.7001 • TTY: 651.282.6555
www.dps.state.mn.us

Alcohol and Gambling Enforcement

Bureau of Criminal Apprehension

Driver and Vehicle Services

Emergency Communication Networks

Homeland Security and Emergency Management

Minnesota State Patrol

Office of Communications

Office of Justice Programs

Office of Traffic Safety

State Fire Marshal

October 17, 2012

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

COPY

Dear Sheriff Cole:

By now you may have heard that your agency will start using Integrated Search Services (ISS). This service will require our new BCA Master Joint Powers Agreement (JPA). Unfortunately, this service is not covered by our JPA because ISS includes interaction with Courts; therefore, to further streamline your agency's use of systems and tools that include Court data, the BCA has entered into a separate agreement with Courts that delegate to the BCA the authority to enter to an agreement with you to cover Court data.
The document that covers data from the Courts is known as the Court Data Services Subscriber Amendment. Enclosed please find six copies of our JPA along with six copies of that Amendment.

By law (Minn. Stat. §471.59, Subd. 1), the JPA and the Amendment must be approved by your county/governing board. A sample resolution for your use is also enclosed. If you would prefer an electronic version please visit https://dps.mn.gov/divisions/bca/bca-divisions/mnjis/Pages/catalog-services.aspx.

Here's what we need from you:

A copy of the county board's resolution approving the JPA and Amendment or a copy of the meeting minutes showing the approval. Unapproved meeting minutes are acceptable.
Once approved, the JPA and Amendment must be signed by the county board chair AND county board clerk (Minn. Stat. §412.201).
If the county board has delegated signing authority to a county employee, a copy of the resolution describing the authority to sign must be provided.
All six copies of both the JPA and Amendment with appropriate signatures.

If you have any questions please contact me at 651-793-2734 or julie.johansen@state.mn.us.

Sincerely,

Julie Johansen
Contracts and Grants Specialist

Enclosures

STATE OF MINNESOTA
JOINT POWERS AGREEMENT
CRIMINAL JUSTICE AGENCY

COPY

This agreement is between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension ("BCA") and County of Pine on behalf of its Sheriff's Office ("Agency").

Recitals

Under Minn. Stat. § 471.59, the BCA and the Agency are empowered to engage in such agreements as are necessary to exercise their powers. Under Minn. Stat. § 299C.46 the BCA must provide a criminal justice data communications network to benefit criminal justice agencies in Minnesota. The Agency is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit criminal justice agencies in performing their duties. Agency wants to access these data in support of its criminal justice duties.

The purpose of this Agreement is to create a method by which the Agency has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

1.1 ***Effective date*:** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.

1.2 ***Expiration date*:** This Agreement expires five years from the date it is effective.

2 Agreement between the Parties

2.1 General access. BCA agrees to provide Agency with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Agency is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

2.2 Methods of access.

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

A. **Direct access** occurs when individual users at the Agency use Agency's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.

B. **Indirect access** occurs when individual users at the Agency go to another Agency to obtain data and information from BCA's systems and tools. This method of access generally results in the Agency with indirect access obtaining the needed data and information in a physical format like a paper report.

C. **Computer-to-computer system interface** occurs when Agency's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Agency employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Agency will select a method of access and can change the methodology following the process in Clause 2.10.

2.3 Federal systems access. In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA will provide Agency with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.

2.4 Agency policies. Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at www.dps.state.mn.us/cjdn/.

2.5 Agency resources. To assist Agency in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx.

2.6 Access granted.

A. Agency is granted permission to use all current and future BCA systems and tools for which Agency is eligible. Eligibility is dependent on Agency (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Agency's written request for use of a specific system or tool.

B. To facilitate changes in systems and tools, Agency grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Agency needs to meet its criminal justice obligations and for which Agency is eligible.

2.7 Future access. On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.

2.8 Limitations on access. BCA agrees that it will comply with applicable state and federal laws when making information accessible. Agency agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

2.9 Supersedes prior agreements. This Agreement supersedes any and all prior agreements between the BCA and the Agency regarding access to and use of systems and tools provided by BCA.

2.10 Requirement to update information. The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving a city as its prosecutor. Any change in performance of the prosecutorial function needs to be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

2.11 Transaction record. The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Agency conducted a particular transaction.

If Agency uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Agency's method of access is a computer to computer interface as described in Clause 2.2C, the Agency must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If an Agency accesses and maintains data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety, Agency must have a transaction record of all access to the data that are maintained. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

2.12 Court information access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by Agency under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Agency's access to and/or submission of the Court Records delivered through the BCA systems and tools.

3 Payment

The Agency agrees to pay BCA for access to the criminal justice data communications network described in Minn. Stat. § 299C.46 as specified in this Agreement. The Pine County Sheriff's Office pays for [1] lines and [6] terminals. The bills are sent quarterly for the amount of Eight hundred seventy dollars ($870.00) or a total annual cost of Three thousand four hundred eighty dollars ($3,480.00).

Agency will identify its contact person for billing purposes, and will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, Minnesota Justice Information Services, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is Robin Cole Sheriff, 635 Northridge Dr. NW, Ste 100, Pine City, MN 55063-1409, (320) 629-8380 or his/her successor.

5 Assignment, Amendments, Waiver, and Contract Complete

5.1 ***Assignment.*** Neither party may assign nor transfer any rights or obligations under this Agreement.

5.2 ***Amendments.*** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, or their successors in office.

5.3 ***Waiver.*** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

5.4 ***Contract Complete.*** This Agreement contains all negotiations and agreements between the BCA and the Agency. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466, governs the Agency's liability.

COPY

7 **Audits**

7.1 Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

7.2 Under applicable state and federal law, the Agency's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

7.3 If Agency accesses federal databases, the Agency's records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.

7.4 To facilitate the audits required by state and federal law, Agency is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 **Government Data Practices**

8.1 BCA and Agency. The Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agency under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Agency or the BCA.

8.2 Court Records. If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Agency comply with the Rules of Public Access for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 **Investigation of alleged violations; sanctions**

For purposes of this clause, "Individual User" means an employee or contractor of Agency.

9.1 Investigation. Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal law, state law, and policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Agency of the suspected violation, subject to any restrictions in applicable law. When Agency becomes aware that a violation has occurred, Agency will inform BCA subject to any restrictions in applicable law.

9.2 Sanctions Involving Only BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment.

9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Agency must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report

COPY

the status of the Individual User's access to BCA without delay.

9.2.2 If BCA determines that Agency has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Agency's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services
The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Agency. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Agency. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Agency understands that if it has signed the Court Data Services Subscriber Amendment and if Agency's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Agency also understands that reinstatement is only at the direction of the Court.

9.3.2 Agency further agrees that if Agency believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue
Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination
11.1 ***Termination.*** The BCA or the Agency may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 ***Termination for Insufficient Funding***. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Agency is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

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12 Continuing obligations

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government Data Practices; 9. Investigation of alleged violations; sanctions; and 10.Venue.

The parties indicate their agreement and authority to execute this Agreement by signing below.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Name: _____
(PRINTED)

Signed: _____

Date: _____

CFMS Contract No. A-_____

2. AGENCY

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

4. COMMISSIONER OF ADMINISTRATION

delegated to Materials Management Division

By: _____

Date: _____

A'VIANDS, LLC
COMMISSARY MANAGEMENT AGREEMENT

THIS AGREEMENT is made and entered into by and between the **Pine County Jail,** (hereinafter referred to as "Client"), whose address is **635 Northridge Drive NW, Suite 130, Pine City, MN, 55063**, and **A'viands, LLC**. (hereinafter referred to as "A'viands"), whose address is 1751 County Road B West, Suite 300, Roseville, Minnesota 55113.

WHEREAS, the Client desires to have A'viands operate and manage the commissary operation of the Client; and

WHEREAS, A'viands is willing to provide such commissary management service.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties, hereto, intending to be legally bound, hereby agree as follows:

Section 1. Client's Grant to A'viands

Client grants to A'viands, as an independent contractor, the exclusive right to provide commissary management services at the commissary located in the Pine County Jail (such location hereinafter referred to as the "Premises"), and the exclusive right to provide and/or sell to inmates, food products, beverages, and other such articles that pertain to as shall be approved by Client (such products and commissary management services hereinafter referred to as "Services").

Section 2. A'viands' Responsibilities

A'viands agrees to abide by the following conditions:

A. Operate and manage Commissary services hereunder in a professional manner and supply with merchandise of good quality.

B. Comply with all local, state and federal laws and regulations governing the operation of the commissary.

C. All persons employed by A'viands will be the employees of A'viands and not of Client. A'viands, in performing work required by this Agreement, shall not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin or age, in violation of local, state or federal laws. A'viands will comply with applicable local, state and federal laws and regulations pertaining to the wages and hours of employment.

D. A'viands agrees to supply the client at no cost a commissary system as required to perform the tasks required, provided the commissary system will remain A'viands property after Termination of the Agreement. As part of the commissary system, A'viands shall provide a lobby kiosk for visitors to deposit money directly into inmate accounts. A'viands will also provide software updates as they become available. Any training required by the installation of software enhancements will be

provided by A'viands at no cost.

E. Work with Client to maintain conditions of sanitation and cleanliness.

Section 3. <u>Client's Responsibilities</u>

A. Client shall, without cost to A'viands, provide A'viands with the necessary space for the operation of Services, and shall furnish, without cost to A'viands, all utilities, facilities, equipment and security for A'viands personnel for the efficient performance of this Agreement including, but not limited to, the following: lights, electric current, heat, refrigeration, garbage removal services, exterminator services, telephone services, internet access and facsimile services. Client shall also be responsible for the costs of wiring or rewiring and hooking up kiosks, computers or software systems or local area networks used in the operation of the Commissary program or its connection to Client's accounting system.

B. A'viands agrees that all equipment and items of equipment now or hereafter furnished by Client to A'viands are the sole property of Client. Client shall, at its own cost and expense, provide equipment and facilities, as mutually agreed between Client and A'viands necessary for the efficient operation, and control of A'viands services. At its own expense, Client will maintain, repair, replace, and keep in safe operating condition said utilities, facilities and equipment, such that no A'viands employee is exposed to or subjected to any unsafe situation that would violate the Occupational Safety and Health Act ("OSHA") or any other similar federal, state or local law or regulation. If equipment provided by Client becomes inoperative, hazardous or inefficient to operate and Client fails to repair such equipment deficiency within a reasonable time after receipt of notice, A'viands shall have the right to effect repairs or replacements at Client's expense.

C. A'viands will be responsible for all necessary cleaning of walls, windows and all necessary scrubbing, mopping and polishing of floors in the Commissary areas,.

D. Client shall not impose any regulations on A'viands employees not imposed on Client's employees.

E. Any change or addition requested by the Client to modify the commissary software that is specific to this location shall be paid for by the Client. Any costs incurred by A'viands related to travel or training due to the Client's specific modifications shall be paid for by the Client.

F. For the purpose of this Section 3, Item F. "Supervisory Employees" shall be defined as those persons who have directly or indirectly performed duties related to management and oversight of the commissary, on behalf of A'viands on Client's premises at any time during this Agreement. Client acknowledges that A'viands has invested considerable amounts of time and money in training its Supervisory Employees, in the systems, procedures, methods, forms, reports, formulas, computer programs, recipes, menus, plans, techniques and other valuable information, all of which is proprietary and unique to A'viands. Therefore, the Client agrees that during the Supervisory

Employee's employment with A'viands and for a period of twelve (12) months thereafter no Supervisory Employees of A'viands will be hired by Client nor any facility affiliated with Client. Client agrees that if it violates this contract provision, Client shall pay to A'viands and A'viands shall accept as liquidated damages and not as a penalty, an amount equal to the annual salary (including costs of all benefits) of the Supervisory Employee(s) hired by or allowed to work with Client in violation of the terms of this Agreement. A'viands shall be entitled to pursue all other remedies available under federal, state, or local law.

G. Client shall pay all real estate taxes with respect to the Premises, and Client shall pay all personal property taxes and similar taxes with respect to Client's equipment located on the premises.

Section 4. <u>Payment Terms.</u>

A. A'viands shall be entitled to retain amounts paid in conjunction with services provided to the Commissary. In exchange, A'viands will pay Pine County Jail an annual commission equivalent to twenty seven percent (27%) of Net Sales at the Premises. Net Sales shall be defined as Gross Sales minus Sales Tax minus postage sales minus phone card sales.

B. A'viands shall provide the Client a monthly operating statement which shall detail the revenue based on the operation of the commissary.

C. A'viands and Client shall review the costs for service on no less than an annual basis to determine adjustments in operating costs. A'viands, after consulting with the Jail's Administration, reserves the right to adjust the retail prices on the commissary price list to reflect any increase in cost, and to ensure the financial objectives of this Agreement.

Section 5. <u>Indemnification; Insurance</u>

A. To the extent permitted by federal, state and local law, each party agrees that it will defend, indemnify and hold harmless the other party, its officers, directors, parent corporation, affiliates, employees and agents against any and all liabilities, losses, damages, injuries, deaths, reasonable litigation expenses (including without limitation reasonable attorneys' fees), costs and costs of court which either party, its officers, directors, parent corporation, affiliates, employees and agents may hereafter sustain, incur or be required to pay arising out of the other party's negligent acts, omissions or failure to perform obligations pursuant to this Agreement.

B. A'viands obligation to hold Client harmless pursuant to the Agreement shall be dependent upon A'viands receiving written notice from Client of any claims or lawsuits against A'viands or Client, but in no event, no later than twenty (20) days after the date Client first receives written notice of such lawsuit or claim. Failure of Client to notify A'viands of such claim or lawsuit within the stated period of time shall relieve A'viands of any and all responsibility and liability under this Agreement to defend, indemnify and hold Client harmless.

C. A'viands shall procure and maintain the following insurance:

1. Worker's Compensation Insurance as prescribed by the laws of the state where the Premises are located;
2. Public liability comprehensive to include bodily injury and property damage in accordance with Minn. Stat. Sec.466.04, Subd. 1.
3. Products liability insurance in accordance Minn. Stat. Sec.466.04, Subd.1.
4. Evidence of such insurance shall be provided prior to commencement of the Services in the form of a certificate of insurance. Such certificate of insurance shall name Client as Certificate Holder.

D. A'viands shall not be responsible for damages caused by inmates or claims made by inmates against A'viands. Neither any of the Client's officers, employees, agents, servants or contractors, nor any inmates, are or will be deemed to be agents or employees of A'viands and no liability is or will be incurred by A'viands to such persons.

Section 6. <u>Merger and Modification</u>

A. It is understood and agreed that the entire Agreement between the parties is contained herein and this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

B. Any material alterations, variations, modifications or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing an amendment and signed by the parties.

Section 7. <u>Commencement and Termination</u>

A'viands shall began providing commissary services as of January 1, 2013 or sooner if mutually agreed upon by both parties and will remain in effect for an initial period of two (2) years and automatically renew for an additional two (2) year period, unless either party provides written notice to the other party at least sixty (60) days prior to the expiration date. Annually on the anniversary date of this Agreement, A'viands and Client shall review the services provided to determine adjustments in operating costs. Up to sixty (60) days prior to the anniversary date, A'viands shall propose a reasonable adjustment to the cost. On the anniversary date, A'viands' proposed cost adjustment shall go into effect, unless the parties have entered into a written agreement with an alternative cost adjustment. A'viands agrees to have commissary equipment installed for testing and training by December 20, 2012.

If either party refuses, fails or is unable to perform or observe any of the terms or conditions of this Agreement for any reason other than for Excused Performance under Section 9 hereof, the party claiming such deficiency and shall provide the other party written notice of any such breach. If within

fifteen (15) days from such notice the deficiency has not been corrected ("Notice Period"), the injured party may cancel the Agreement effective fifteen (15) days after the end of the fifteen (15) day Notice Period. Upon the termination or expiration of this Agreement, A'viands shall vacate the Premises occupied by A'viands and shall remove its own equipment and return equipment furnished by Client pursuant to this Agreement, in the same condition as when originally made available to A'viands, with the exception of reasonable wear and tear, and fire and other casualty loss.

The termination of this Agreement shall not affect the rights, privileges, liabilities and/or responsibilities of the parties as they exist as of the effective date of termination. The parties shall cooperate fully with each other during the term of the contract and subsequent to the termination in order to ascertain and satisfy all liabilities of either party to the other.

Section 8. Independent Contractor Relationship

It is mutually understood and agreed, and it is the intent of the parties that an independent contractor relationship is hereby established under the terms and conditions of this Agreement; that employees of A'viands are not, nor shall they be deemed to be, employees of Client; and, that employees of Client are not, nor shall they be deemed to be, employees of A'viands.

Section 9. Excused Performance

If performance of any terms or provision hereof (other than the payment of monies) shall be delayed or prevented because of compliance with any law, regulation, decree or order by any federal, state, or local court, governmental agency or governmental authority, or because of riot, war, public disturbance, strike, lockout, differences with workmen, fire, flood, Act of God or any other reason whatsoever which is not within the control of the party whose performance is interfered with, and which, by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option, suspend, without liability, the performance of its obligations hereunder (other than the payment of monies) during the period such cause continues.

Section 10. Assignment or Transfer

Neither party may assign or transfer this Agreement, or any part thereof, without written consent of the other party.

Section 11. State Guidelines

A. Governing Law and Jurisdiction. Client hereby agrees that the validity and construction of this Agreement shall be governed by Minnesota law. Should a lawsuit be necessary to enforce this Agreement, Client hereby waives any objection to venue of personal jurisdiction and agrees to be

subject to the jurisdiction of the courts located in Ramsey County, Minnesota. A facsimile copy or photocopy of this Agreement shall be valid as an original thereof.

B. Attorney's Fees and Costs. Client shall pay all costs of collecting any amount due A'viands, including attorney's fees and all costs and other expenses incurred by A'viands in collecting an indebtedness of Client.

IN WITNESS WHEREOF, the Client has caused this Agreement to be duly signed, and A'viands has caused this Agreement to be signed by an officer authorized to bind the company.

PINE COUNTY, MN

By:_____

Name: _____

Title: Sheriff

Date:_____

By:_____

Name:_____

Title: County Board Chairman

Date:_____

A'VIANDS, LLC

By:_____

Name: Perry M. Rynders

Title: CEO

Date: October 25, 2012

Partnering to end Poverty

Lakes & Pines
COMMUNITY ACTION COUNCIL, INC.

November 1, 2012

The Pine County Board
635 Northridge Drive NW
Pine City MN 55063

Dear Pine County Board:

After careful consideration regarding an application to DEED Small Cities Development Program, it has become apparent that the timeline for completing the application by November 15 is too short. We would need the town/township's approval for the operation of any grant in their area, then gather the documents that demonstrate community support and after that, write the grant.

DEED has informed us that successful applications will have very small target areas, have significant community support and demonstrate a high impact.

Since target areas have not yet been selected, we have not been able to begin scheduling town meetings or solicit letters of support from cities or townships.

Therefore, we have to recommend that the application process re-set the goal for submission to November 2013.

Sincerely,

Richard Fuchs, Director
Energy-Housing Department
Lakes and Pines CAC, Inc.

Dana Rauschnot, Project Manager
Energy-Housing Department
Lakes and Pines CAC, Inc.

1700 Maple Avenue East • Mora, MN 55051-1227
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