

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, August 21, 2012 1:00 p.m. Public Health Building, Sandstone, MN

- A) Call meeting to order
- B) Pledge of Allegiance
- C) Public Forum
The chair will recognize any resident and request that comments be limited to three minutes.
- D) Adopt Agenda
- E) Approve Minutes of August 7, 2012 Board Meeting
- F) Approve Consent Items

Minutes of Boards, Committees and Board Memos, Newsletter

*****CONSENT AGENDA*****

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

1. Approve the July Disbursements (attached)

*****REGULAR AGENDA*****

1. **Presentation by the Central Minnesota Services Leadership Group**

2. County Auditor

Cash Balance select funds

Fund	June 30	July 31	Change
Revenue Fund	\$ 2,029,026	\$1,461,226	-\$567,800
Health and Human Services Fund	\$ 1,958,216	\$1,839,790	-\$118,426
Road and Bridge Fund	\$ 7,270,816	\$7,916,025	-\$645,209
Land Management Fund	\$ 605,800	\$1,130,256	\$524,456

3. **Application for Exempt Permit** for Pine Technical College Foundation to conduct Minnesota Lawful gambling on December 7, 2012.

4. Sheriff

A) **Rebate from Northeast Minnesota Regional Radio Board**

The county received a rebate of \$8,004 from the Northeast Minnesota Regional Radio Board. Motion to accept and direct funds be placed into the ARMER radio fund to offset program costs.

B) **Community Emergency Response Team Grant**

Motion to accept Community Emergency Response Team equipment (CERT) valued at \$4,350.

C) **State of Minnesota Federal Boating Safety Supplemental Equipment Grant Agreement**

Motion to approve the grant in the amount of up to \$10,953 and authorize the Board Chair and County Administrator to sign the agreement.

D) **Amendment to Court Data Subscriber Agreement**

Motion to approve the Court Data Services Subscriber Amendment to the CJDN (Criminal Justice Data Network) Joint Powers agreement with the State of Minnesota and authorize the County Sheriff and County Administrator to sign the agreement.

E) **Donations**

1. Accept \$1,000 donation from the Pine County 4-H and designate to the K-9 program
2. Accept \$1,000 donation from the Pine County Fair Board and designate for the Sheriff's Volunteer Posse.

5. **Reappointment of HRA Commissioner**

Motion to reappoint Dean Dronen to the Pine County Housing and Redevelopment Authority for a 5-year term November 1, 2012-October 31, 2017.

6. Initiative Foundation Pledge

In 2011 the county made a \$7,000 donation pledge to the Initiative Foundation. \$7,000 is included in the 2012 budget for this purpose. Motion to authorize the payment.

7. Call for Public Hearing

Approve the public hearing for September 18 by adopting the attached resolution. There is no cost or obligation on the part of the county to sponsor this conduit financing.

8. Personnel Committee Report

The Personnel Committee met on August 14 and recommends the following actions:

1. Accept resignation of full-time corrections officer Arnold Leen.
2. Accept resignation/change in status from full-time to part-time for corrections officer Jennifer Runyan.
3. Accept resignation of investigator Matthew Ludwig.
4. Increase hours from 30 to 37.5 for Roxanne Orvis until 12/31/12 to provide additional coverage for the Administrator's office.
5. Accept resignation of Dave Stevens, Maintenance Superintendent. Authorize the promotion of Shawn Linnell to Maintenance Engineer, replacing Dave Stevens.

Motion to (approve/deny) recommendation of the personnel committee.

9. Facility Committee Report

The Facility Committee met on August 16 and will bring forth a recommendation on

1. Bids for Tuck pointing the Pine Government Center.
2. Lease amendment with the State of Minnesota for the Guardian Ad Litem Program at the Pine County Courthouse.

Motion to (approve/deny) recommendation of the facilities committee.

10. Authorization for Proposals for Life Insurance

The county is required to complete a Request for Proposal (RFP) process at least every five years. Pine County is due this year.

Motion to Direct the Administrator to work with the county's insurance administrator to issue an RFP for life insurance and solicit quotes for Long-Term and Short-Term disability insurance.

11. Commissioner's Report

12. Upcoming Meetings

Pine County Budget Committee meeting, **Wednesday, August 22, 2012, 9:00 a.m.**
MIS/Probation meeting room, Pine County Courthouse, Pine City, Minnesota.

Pine County Committee of the Whole, **Thursday August 30, 2012 10:00 a.m.**
Boardroom, Pine County Courthouse, Pine City, Minnesota.

Pine County Board Meeting ,**Tuesday, September 4, 2012 10:00 a.m.**, Boardroom, Pine
County Courthouse, Pine City, Minnesota.

Pine County Board Meeting, **Tuesday September 18, 2012, 1:00 p.m., Public Health
Building, Sandstone, Minnesota.**

13. Adjourn

Tuesday, August 7, 2012, 10:00 a.m. Boardroom, Pine County Courthouse

Chairman Chaffee called the meeting to order at 10:00 a.m. Present were Commissioners Doug Carlson, Steve Hallan, Curt Rossow and Mitch Pangerl. Also present was County Administrator David Minke and County Attorney John Carlson.

The Pledge of Allegiance was said.

Chairman Chaffee called for public comment. Pine County resident Terry Neitzel provided comments regarding an article referring to him in a local newspaper. After the allotted time of three minutes had passed Chairman Chaffee asked Mr. Neitzel to finish his comments and, when he failed to do so the chairman asked the sheriff to escort Mr. Neitzel from the meeting. The chairman then called for a recess at 10:08 a.m. Chairman Chaffee resumed the meeting at 10:13 a.m. There was no other public comment.

Commissioner Carlson moved to adopt the amended agenda. Commissioner Hallan seconded. Motion carried/agenda adopted 5-0.

Commissioner Rossow moved to approve the minutes of the July 17, 2012 Pine County Board meeting. Commissioner Pangerl seconded. Motion carried 5-0.

Commissioner Hallan moved to approve the minutes of the July 31, 2012 Committee of the Whole meeting. Commissioner Rossow seconded. Motion carried 5-0.

Commissioner Rossow moved to approve the Consent Agenda. Chairman Carlson seconded. Motion carried 5-0.

Minutes of Boards, Committees and Board Memos, Newsletter

1. Pine County HRA Senior Housing, June 28, 2012
2. Pine County Methamphetamine Task Force, July 9, 2012
3. Land Committee Notes July 25, 2012
4. Land Surveyor Monthly Report

*****CONSENT AGENDA*******Auditor-Treasurer.**

1. Approve July 2012 Disbursements
2. Approve application for abatement: Dobo's Bar and Grill (Rachelle Dobosenski) 34963 Laketown Rd. Sturgeon Lake, PID 33.0546.000, pay 2011.
3. Approve Liquor Licenses for the 14 attached applicants. Subject to approval of the Pine County Sheriff, Pine County Attorney, and the Township Board of each applicant.
4. Approve the hire of Christina Frey as Support Enforcement Aide effective August 13, 2012. B22 Step 1 \$13.50/hr.

*****REGULAR AGENDA*****

(Times are approximate)

Assessor

1. Approved property appraiser Jenny Mansavage to attend the Uniform Standards of Professional Appraisal Practice (USPAP) course October 23 – 24, 2012 in St. Cloud. Course cost is \$165.00, text book \$75.00, hotel room \$84.28. Total cost \$324.28. Motion by Commissioner Hallan to approve. Commissioner Pangerl seconded. Motion carried 5-0.
2. Approve property appraiser Martha Cote and administrative assistant Kim Kylander to attend CAMA: New User CAMA Overview training August 20, 2012 in Waite Park. Total cost \$150. Motion by Commissioner Rossow to approved. Commissioner Hallan seconded. Motion carried 5-0.

Public Works

1. Authorize the Chairman to sign the lowest responsible bid for SAP 058-640-011 Bridge replacement located on CSAH 40 between CR 150 and CSAH 41 (Contract #1204) as determined by the County Engineer. Motion by Commissioner Carlson to authorize. Seconded by Commissioner Rossow. Motion carried 5-0.

Lunda Construction Company	\$717,588.63
Redstone Construction	\$694,938.80
Meyer Contracting, Inc.	\$800,271.48
Structural Specialties, Inc.	\$727,782.17
Park Construction Company	\$897,279.06
Robert R. Schroeder Construction, Inc.	\$759,710.20

2. Approve resolution to use Bridge Bonding funds on SAP 58-598-25 on CR 120 from 1.0 mile south of CSAH 11. Motion by Commissioner Hallan to approve. Seconded by Commissioner Pangerl. Motion carried 5-0.

Sheriff

1. Acknowledge Partnership Award presented to the Pine County Sheriff's Office Emergency Management team by the Minnesota Department of Natural Resources. Commissioner Pangerl motioned to approve the award. Commissioner Rossow seconded. Motion carried 5-0.
2. Attendance and cost of attendance at the 2012 Jail Administrators Conference 9/11/12 to 9/14/12 at Craguns Resort. Commissioner Carlson motioned to approve. Commissioner Hallan seconded. Motion carried 5-0.
3. The sheriff provided an ARMER Radio system update. Final payment was authorized by the Pine County Sheriff.

Public Hearing for ATV Corridors

Chairman Chaffee opened the public hearing at 10:32 a.m.

Pine County Engineer Mark LeBrun described the proposal. He noted that the townships of Nickerson and Windemere should be contacted so the proposed trails may be discussed with their township officials.

Michelle Lappegaard, owner of the Nickerson Bar, said there would be no problem using the Nickerson township roads.

Gerald Stone of the Evergreen PAC 4-wheel Club said his group is requesting 29 ½ miles of Pine County roads for trails. He explained that many of the houses along the trails are well off the road and that his club's proposal does not interfere with housing. He also said State Grants in Aid money may be available for trail maintenance.

Commissioner Carlson voiced concern about paying for signage. Mr. Stone said the club agrees to pay for signage. County Engineer Mark LeBrun said the county will work with the club regarding a payment arrangement for the signage costs. Mr. Stone assured the commissioners that his club is in good financial condition.

Commissioner Rossow noted that ATVs are allowed to ride in the right-hand lane in some areas to avoid destroying lawns that extend into ditches.

Joe Vanek said he knows of ATV riders who have contacted residents to find out how they feel about ATVs on their roads & ditches.

Jim MacDonald, who lives in the Nickerson area, had a concern about dust problems and would like chloride for more of the roads. Jim Gassert of the Evergreen PAC 4-wheel Club said there may be money available for dust control.

Terry Peterson of the Northern Pine Riders Snowmobile Club said they support the ATV club's efforts. Their club has passed a resolution in support of the project.

Commissioner Hallan said he would like to review the ATV Corridors issue again in one year. Chairman Chaffee agreed.

Commissioner Rossow motioned to approve the ATV Corridors. Commissioner Carlson seconded. Motion carried 5-0.

Chairman Chaffee closed the public hearing at 10:55 a.m.

County Auditor

1. Approve Repurchase contract Reinstatement with Gregory D. Davis. Commissioner Rossow motioned to approve. Chairman Chaffee seconded. Motion carried 5-0.
2. Approve repurchase of tax forfeited land as follows:
 - a. Marcella Miller, PID 03-0343-002. Chairman Chaffee motioned to approve. Commissioner Pangerl seconded. Motion carried 5-0.
 - b. Kenneth R. Cramer Jr., PID 20.0020.000. Commissioner Hallan motioned to approve. Commissioner Pangerl seconded. Motion carried 5-0.
 - c. Jerry L & Shirley M. Carter, PID 39.0002.000. Commissioner Pangerl motioned to approve. Commissioner Hallan seconded. Motion carried 5-0.
3. Approve Fund Balance Policy. Commissioner Hallan motioned to approve. Commissioner Rossow seconded. Discussion. Motion carried 5-0.

4. Tax Forfeit Land Auction Sale Approval. Pine County Land Commissioner Kurt Schneider provided information regarding the details, terms and conditions of the land auction sale. Motion by Commissioner Carlson to approve. Seconded by Commissioner Rossow. Discussion. Motion carried 5-0. Commissioner Carlson thanked Land Commissioner Schneider and Auditor-Treasurer Cathy Clemmer for the work their departments have done in preparing for the land auction sale.

Commissioner's Report

Commissioner Rossow noted that there was a good letter to the editor regarding FEMA's denial of assistance to the area.

Commissioner Carlson thanked Chairman Chaffee and Sheriff Cole for the professional manner in which they handled the public comment issue earlier in the meeting.

Chairman Chaffee also commended the sheriff for his assistance in the matter.

Upcoming Meetings

Budget Committee meeting, **Tuesday, August 7, 2012, 1:30 p.m.** Boardroom, Pine County Courthouse, Pine City, MN

Personnel Committee meeting, **Tuesday, August 14, 2012, 9:00 a.m.** Administrator's Conference Room, Pine City, MN

Facilities Committee meeting, **Thursday, August 16, 2012, 1:00 p.m.** Administrator's Conference Room, Pine City, MN

Canvassing Board meeting, **Friday, August 17, 2012, 10:00 a.m.** Boardroom, Pine County Courthouse, Pine City, MN

Pine County Health and Human Services Board Meeting, **Tuesday, August 21, 2012 10:00 a.m.** Public Health Building, Sandstone, MN

Pine County Board Meeting **Tuesday, August 21, 2012 1:00 p.m.** Public Health Building, Sandstone, MN

With no further business, Chairman Chaffee adjourned the County Board meeting at 11:18 a.m. until the next scheduled County Board Meeting on August 21, 2012 at 1:00 p.m. at the Public Health Building, Sandstone, MN.

David J. Minke, Administrator
Clerk to County Board

Steve Chaffee, Chair
Board of County Commissioners

PINE COUNTY REQUEST FOR BOARD ACTION

Requested Board Date: August 7, 2012	<input checked="" type="radio"/> Consent Agenda <i>(Please Circle)</i> Regular Agenda Estimated Time: <i>(Please Circle)</i> _____ 10 Min. 15 Min. Time needed 30 Min. 45 Min. 1 hour
Department Requesting Action: <u>Auditor/Treasurer</u>	 Department Head Signature 7-30-12 Date

<p>Item for Discussion:</p> <p><i>July 2012 Disbursements</i></p> <p>Board Action Requested: (Attach additional pages if needed)</p> <p>Supporting Documents: Attached None</p>

CATHYJ
7/30/12 8:05AM

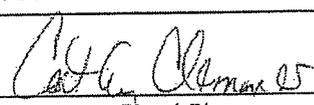
Pine County

DISBURSEMENTS JOURNAL REPORT Specific Dates: 07/01/2012 - 07/31/2012



RECAP BY FUND	FUND	AMOUNT	NAME
	1	505,612.51	GENERAL REVENUE FUND
	13	485,847.93	ROAD & BRIDGE FUND
	21	13,453.73	800 MHZ PROJECT FUND
	22	5,261.70	LAND MANAGEMENT FUND
	38	23,234.60	BUILDING FUND
	39	345,480.63	2005A G.O. JAIL BONDS
	41	300,615.63	2005 HRA BONDS
	76	229,477.50	GROUP HEALTH INS FUND 5/1/95 (GEN)
	80	25,446.70	COUNTY COLLECTIONS AGENCY FUND
	82	5,090.24	TAXES AND PENALTIES AGENCY FUND
		1,939,521.17	Total Disbursements
RECAP BY TYPE	TYPE	AMOUNT	NAME
	1	2,086,046.87	AUD
	3	146,525.70	MVC
		1,939,521.17	Total Disbursements

PINE COUNTY REQUEST FOR BOARD ACTION

Requested Board Date: August 21, 2012	<u>Consent Agenda (Please Circle)</u> Regular Agenda Estimated Time: (Please Circle) 10 Min. 15 Min. Time needed 30 Min. 45 Min. 1 hour
Department Requesting Action: <u>Auditor/Treasurer</u>	 Department Head Signature 8-14-12 Date

Item for Discussion: <i>July 2012 Cash Balance</i>
Board Action Requested: (Attach additional pages if needed)
Supporting Documents: Attached None



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

CATHYJ
8/14/12

11:09AM

TREASURER'S CASH TRIAL BALANCE

As of 07/2012

Page 2

Fund	Beginning Balance	This Month	YTD	Current Balance
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1	General Revenue Fund	1,634,274.11		
	Receipts	444,339.28	3,196,757.45	
	Disbursements	505,612.51	3,373,203.57	
	Payroll	693,442.10	5,145,785.59	
	Journal Entries	377,267.59	5,149,183.59	
	Fund Total	377,447.74	173,048.12	1,461,225.99

12	Health & Human Services	2,387,375.36		
	Receipts	57,101.06	679,926.74	
	Disbursements	58,056.12	389,309.02	
	Payroll	122,721.49	937,619.35	
	Journal Entries	0.00	464,127.99	
	Dept Total	123,676.55	182,873.64	2,204,501.72

41,914,320.74

12	Health & Human Services	543,039.63		
	Receipts	530,998.68	1,459,664.95	
	Disbursements	303,187.75	1,913,403.59	
	Payroll	125,427.37	862,856.10	
	Journal Entries	0.00	1,232,015.46	
	Dept Total	102,383.56	84,579.28	627,618.91

12	Health & Human Services	0.00		
	Receipts	0.00	3,937.00	
	Dept Total	0.00	3,937.00	3,937.00

12	Health & Human Services	454,037.28		
	Receipts	81,082.27	333,672.12	
	Disbursements	37,653.77	186,390.53	
	Payroll	66,190.98	492,914.55	
	Journal Entries	0.00	150,565.85	



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

CATHYJ
8/14/12

11:09AM

As of 07/2012

TREASURER'S CASH TRIAL BALANCE

Fund	Beginning Balance	This Month	YTD	Current Balance
Dept Total		22,762.48-	195,067.11-	256,970.17
Fund Total		44,055.47-	458,583.03-	1,839,789.98
13 Road & Bridge Fund	5,839,814.23			
Receipts		1,297,249.77	4,816,692.14	
Disbursements		485,847.93-	2,405,987.20-	
Payroll		160,891.79-	1,140,139.37-	
Journal Entries		5,301.13-	805,645.02	
Fund Total		645,208.92	2,076,210.59	7,916,024.82
14 Ditch Maintenance (Sr) Fund	11,775.47	0.00	5.32	11,780.79
Journal Entries		0.00	5.32	
Fund Total				
20 County-Wide Rehab (Sr) Fund	535.70			
Receipts		15,757.45	170,033.54	
Journal Entries		15,195.70-	150,141.57-	
Fund Total		561.75	19,891.97	20,427.67
21 800 MHz Project Fund	652,854.62			
Receipts		0.00	292,480.00	
Disbursements		13,453.73-	770,345.84-	
Fund Total		13,453.73-	477,865.84-	174,988.78
22 Land Management Fund	1,192,118.54			
Receipts		32,268.63	551,066.26	
Disbursements		5,261.70-	22,437.44-	



<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
24				
Ambulance (Sr) Fund	0.00			
Fund Total		0.00	0.00	0.00
29				
Children's Collab (H&Hs) Agency Fund	110,830.04			
440				
Childrens Collaborative (H&Hs)				
Receipts		0.00	41,708.00	
Disbursements		15,750.00-	127,143.76-	
Journal Entries		12.31	151.55	
Dept Total		15,737.69-	85,284.21-	25,545.83
Fund Total		15,737.69-	85,284.21-	25,545.83
32				
Escwc Bond Guarantee (Ds)	0.00			
Fund Total		0.00	0.00	0.00
33				
2002 Cap-Equip Bond (Ds) Fund	0.00			
Fund Total		0.00	0.00	0.00
35				
2004 Street Reconstruct Bond Fund	51,228.55			
Journal Entries		0.00	7,185.37	
Fund Total		0.00	7,185.37	58,413.92
37				
County Railroad Authority	13,724.56-			



Pine County

CATHYJ
8/14/12 11:09AM

TREASURER'S CASH TRIAL BALANCE As of 07/2012

<u>Fund</u>		<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
	Receipts		0.00	516.01	
	Disbursements		0.00	17,438.00-	
	Journal Entries		0.00	14,198.42	
	Fund Total		0.00	2,723.57 -	16,448.13 -
38	Building Fund	146,861.26			
	Disbursements		23,234.60-	72,568.13-	
	Journal Entries		150,000.00	150,000.00	
	Fund Total		126,765.40	77,431.87	224,293.13
39	2005A G.O. Jail Bonds	791,171.18			
	Disbursements		345,480.63-	1,223,236.26-	
	Journal Entries		0.00	717,564.26	
	Fund Total		345,480.63-	505,672.00-	285,499.18
40	2005 G.O. Jail Projects	0.00			
	Fund Total		0.00	0.00	0.00
41	2005 Hra Bonds	624,790.39			
	Disbursements		300,615.63-	993,931.26-	
	Journal Entries		0.00	559,179.15	
	Fund Total		300,615.63-	434,752.11 -	190,038.28
76	Group Health Ins Fund 5/1/95 (Gen)	259,699.42-			
	Receipts		218,677.93	1,534,809.58	
	Disbursements		229,477.50-	1,797,713.11-	
	Journal Entries		6,396.25	44,773.75	



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

CATHYJ 8/14/12 11:09AM TREASURER'S CASH TRIAL BALANCE As of 07/2012

Fund	Beginning Balance	This Month	YTD	Current Balance
80	19,687.36	4,403.32-	218,129.78-	477,829.20-
County Collections Agency Fund				
Receipts		26,884.50	550,748.18	
Disbursements		25,446.70-	551,236.87-	
Journal Entries		2,136.88	4,935.22	
Fund Total		3,574.68	4,446.53	24,133.89
82	798,906.87			
Taxes And Penalties Agency Fund				
Receipts		815,353.45	19,128,217.20	
Disbursements		5,090.24-	10,842,713.96-	
Journal Entries		561,314.31-	8,361,348.24-	
Fund Total		248,948.90	75,845.00-	723,061.87
84	0.00			
East Central Drug Task Force Agency Fur				
Receipts		729.75	41,705.13	
Disbursements		0.00	22,100.77-	
Fund Total		729.75	19,604.36	19,604.36
89	3,031.72			
H & Hs Collections Agency Fund				
Receipts		22,647.69	497,498.82	
Disbursements		6,750.08-	24,778.69-	
Journal Entries		0.00	426,766.92-	
Dept Total		15,897.61	45,953.21	48,984.93
Fund Total		15,897.61	45,953.21	48,984.93
All Funds	13,902,829.07			
Receipts		3,543,090.46	33,299,433.12	
Disbursements		2,360,918.89-	24,733,938.00-	
Payroll		1,178,558.09-	8,652,138.03-	



Pine County

As of 07/2012

TREASURER'S CASH TRIAL BALANCE

CATHYJ 11:09AM
8/14/12

<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
Journal Entries		15,216.25-	156,393.74-	
Total		11,602.77-	243,036.65-	13,659,792.42

PINE COUNTY REQUEST FOR BOARD ACTION

Requested Board Date: August 21, 2012	<p align="center"><u>Consent Agenda</u> (Please Circle)</p> Regular Agenda Estimated Time: (Please Circle) _____ 10 Min. 15 Min. Time needed 30 Min. 45 Min. 1 hour
Department Requesting Action: <u>Auditor/Treasurer</u>	<p align="center"> 8-14-12 Department Head Signature Date</p>

<p>Item for Discussion:</p> <p><i>Application for Exempt Permit for Pine Technical College Foundation to conduct Minnesota lawful gambling on December 7, 2012 at the NW Company Fur Post, 12551 Voyageur Ln, Pine City (Pine City Twp).</i></p> <p>Board Action Requested: (Attach additional pages if needed)</p> <p align="right">Supporting Documents: Attached None</p>

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

ORGANIZATION INFORMATION

Organization name Pine Technical College Foundation	Previous gambling permit number X-36489
Minnesota tax ID number, if any	Federal employer ID number (FEIN), if any 31-1666015

Type of nonprofit organization. Check one.

Fraternal
 Religious
 Veterans
 Other nonprofit organization

Mailing address 900 4th Street S.	City Pine City	State MN	Zip code 55063	County Pine
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Name of chief executive officer [CEO] Robert L. Musgrove	Daytime phone number 320-629-5120	E-mail address musgrover@pinetech.edu
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NONPROFIT STATUS

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

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

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

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

GAMBLING PREMISES INFORMATION

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

Address [do not use PO box] 12551 Voyager Lane	City or township Pine City	Zip code 55063	County Pine
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Date[s] of activity. For raffles, indicate the date of the drawing.
 Friday, December 7, 2012

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

Bingo*
 Raffle
 Paddlewheels*
 Pull-tabs*
 Tipboards*

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

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

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT

<p style="text-align: center;">CITY APPROVAL for a gambling premises located within city limits</p> <p><input type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> 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].</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print city name _____</p> <p>Signature of city personnel _____</p> <p>Title _____ Date _____</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px; text-align: center;"> <p>Local unit of government must sign</p> </div>	<p style="text-align: center;">COUNTY APPROVAL for a gambling premises located in a township</p> <p><input type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> The application is acknowledged with a 30 day waiting period, and allows the Board to issue a permit after 30 days.</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print county name _____</p> <p>Signature of county personnel _____</p> <p>Title _____ Date _____</p> <p>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.]</p> <p>Print township name _____</p> <p>Signature of township officer _____</p> <p>Title _____ Date _____</p>
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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 *RL Murgrove* Date 8/9/12

Print name RL Murgrove **Print form and have CEO sign**

REQUIREMENTS

Reset form

<p>Complete a separate application for:</p> <ul style="list-style-type: none"> - all gambling conducted on two or more consecutive days, or - all gambling conducted on one day. <p>Only one application is required if one or more raffle drawings are conducted on the same day.</p> <p>Send application with:</p> <ul style="list-style-type: none"> <input type="checkbox"/> a copy of your proof of nonprofit status, and <input type="checkbox"/> application fee. Make check payable to "State of Minnesota." <p>To: Gambling Control Board 1711 West County Road B, Suite 300 South Roseville, MN 55113</p>	<p>Financial report and recordkeeping required</p> <p>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.</p> <p>Within 30 days of the event date, complete and return the financial report form to the Gambling Control Board.</p> <p>Questions?</p> <p>Call the Licensing Section of the Gambling Control Board at 651-639-4000.</p> <p>This form will be made available in alternative format (i.e. large print, Braille) upon request.</p>
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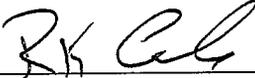
<p>Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization's name and address will be public information when received by the Board.</p>	<p>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</p>	<p>General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.</p>
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PINE COUNTY REQUEST FOR BOARD ACTION

Requested Board Date: August 21, 2011	Consent Agenda <i>(Please choose)</i> Regular Agenda Estimated Time: <i>(Please Circle)</i> _____ 10 Min. 15 Min. Time needed 30 Min. 45 Min. 1 hour
Department requesting action: <u>Sheriff</u>	 _____ Department Head Signature Date

<p>Item for Discussion: (one form per item)</p> <p>To the County Board of Commissioners</p> <p>The Pine County Sheriff requests the Pine County Board of Commissioners to approve a rebate of left-over grant funds in the amount of \$8,004.00, received from the Northeast Minnesota Regional Radio Board.</p> <p>These funds will be place in the ARMER radio fund to off-set program costs.</p> <p>Request acceptance.</p> <p>Board Action Requested: (Attach additional pages if needed)</p> <p align="right">Supporting Documents: Attached None</p>

PINE COUNTY REQUEST FOR BOARD ACTION

Requested Board Date: August 21, 2012	Consent Agenda <i>(Please choose)</i> Regular Agenda Estimated Time: <i>(Please Circle)</i> _____ 10 Min. 15 Min. Time needed 30 Min. 45 Min. 1 hour
Department requesting action: <u>Sheriff</u>	 <u>8-14-2012</u> Department Head Signature Date

<p>Item for Discussion: (one form per item)</p> <p>To the County Board of Commissioners</p> <p>The Pine County Sheriff requests the Pine County Board to approve the receipt of Community Emergency Response Team equipment totaling \$4,350.00.</p> <p>The equipment being provided through a grant from the State of Minnesota.</p> <p>Board Action Requested: (Attach additional pages if needed)</p> <p align="right">Supporting Documents: Attached None</p>



Pine County Sheriff's Office

Robin K. Cole, Sheriff

*Steven Blackwell, Chief Deputy
Rick Boland, Chief of Corrections*

August 9, 2012

Pine County Sheriff's Office/EM was notified by Homeland Security Emergency Management Volunteer Coordinator, Dennis Walter, that we received the following equipment for our CERT program:

40 CERT kits (valued at \$70 each)
2 triage kits (\$250 each)
40 CERT participant manuals (\$25 each)
2 CERT Instructor guidebooks (\$25 each)

Total for equipment **\$4,350**

*Pine County Sheriff's Office
635 Northridge Dr. NW, Ste.100
Pine City, MN 55063
320-629-8380*

PINE COUNTY REQUEST FOR BOARD ACTION

Requested Board Date: April 6, 2011	Consent Agenda <i>(Please choose)</i> Regular Agenda Estimated Time: <i>(Please Circle)</i> _____ 10 Min. 15 Min. Time needed 30 Min. 45 Min. 1 hour
Department requesting action: <u>Sheriff</u>	 _____ 8-17-2012 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 2012 State-Federal Boating Equipment Grant. In the amount of \$10,953.00.

This grant will be used to purchase water safety equipment:

- One rapid deployment rescue boat
- 20 type 3 personnel flotation vests
- 10 search and rescue flotation vests
- 25 rescue throw bags

Request the Board accept this donation.

Board Action Requested: (Attach additional pages if needed)

Supporting Documents: Attached None

**2012 STATE OF MINNESOTA
FEDERAL BOATING SAFETY SUPPLEMENTAL EQUIPMENT
GRANT AGREEMENT**

Contract#: 50711

Receipt ID:

State Accounting Information:

Dept. ID R29	PC Bus. Unit R2901	Fiscal Year 2013	Vendor Number 0000197310	
Total Amount \$10,953.00		Project ID R29G80110127	Billing Location R2980N0221	DUNS 019066948

Accounting Distribution:

Fund	Fin. Dept. ID	Approp. ID	Category	Account	Total Amount	Activity
3000	R2937715	R290260	84101501	441301	\$10,953.00	A800002 - Enforcement
3000	R2937715	R290260	84101501	441301	\$0	A808004 - Navigational Aids

Contract Number 50711	Grant Begin Date July 1, 2012	Grant End Date September 14, 2012
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PO 3000024921

Grantee Name and Address:

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

**2012 STATE OF MINNESOTA
FEDERAL BOATING SAFETY SUPPLEMENTAL EQUIPMENT
GRANT AGREEMENT**

This grant agreement is between the State of Minnesota, acting through its Commissioner of Natural Resources, Office of Communication and Outreach ("State") and Pine Co. Sheriff's Office, 635 Northridge Drive NW, Ste. 100, Pine City, MN 55063 ("Grantee").

Recitals

1. Under Minnesota Statute §84.026 the State is empowered to enter into this grant.
2. The State will make available supplementary funding in the amount noted in this agreement to cover the cost of the specific items for recreational boating safety.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State.

Grant Agreement

1 Term of Grant Agreement

- 1.1 **Effective date:** July 1, 2012. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred back to effective date. Reimbursements will only be made for those expenditures made according to the terms of this grant.
- 1.2 **Expiration date:** September 14, 2012, or until all obligations have been satisfactorily fulfilled, whichever occurs first. Reimbursement invoice requests must also be received by the State no later than September 14, 2012. An extension beyond that date may be granted, if requested by the Grantee, and approved in writing by the State's representative. Requests submitted after September 14, 2012 that have not been granted a purchase or reimbursement extension from the State, are not eligible for reimbursement and will become the Grantee's sole responsibility.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant agreement: 8. Liability, 9. State Audits, 10. Government Data Practices and Intellectual Property, 12. Publicity and Endorsement, 13. Governing Law, Jurisdiction, and Venue, 15. Data Disclosure and those items in Exhibit A.

2 Grantee's Duties

The Grantee, who is not a state employee, will be reimbursed, as specified in Exhibit A, for the purchase of the items noted there. The Grantee will submit to the State the required documents noted in Exhibit A. The State will make available supplementary funding in the amount noted in this agreement to cover the cost of the specific items for recreational boating safety noted in Exhibit "A." See Exhibit "A" of this agreement for the allowable expenditures specific to this grant. See Exhibit "B" for specific federal requirements that affect this grant.

Reporting Requirements: The Grantee must satisfactorily submit all activity and financial reports by the date(s) requested by the State, unless the State grants an extension in writing.

3 Time

The Grantee must comply with all the time requirements described in this grant agreement. In the performance of this grant agreement, 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 agreement as follows:

- (a) **Compensation.** The Grantee will be reimbursed only for the specific items listed in Exhibit A up to Ten thousand nine hundred fifty-three dollars (\$10,953.00).
- (b) **Total Obligation.** The total obligation of the State to the Grantee under this grant agreement will not exceed Ten thousand nine hundred fifty-three dollars (\$10,953.00).

4.2. **Payment**

- (a) **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 shall be submitted in a form prescribed by the State within the dates previously noted in "Term of Grant Agreement" in this contract. Invoice procedures are specified in Exhibit "A".
- (b) **Federal funds.** Payments under this grant agreement will be made from federal funds obtained by the State through the U.S. Coast Guard, Department of Homeland Security - through the Recreational Boating Safety Financial Assistance program to states, commonwealth and territories (CFDA number 97.012) in 46 U.S.C. 13101-13110. 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 agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 **Authorized Representative**

The State's Authorized Representative is Kim A. Elverum, Assistant Administrator / Boat & Water Safety Coordinator, Office of Communication and Outreach, Minnesota Department of Natural Resources (DNR), 500 Lafayette Rd., St. Paul, MN 55155-4046, (651) 259-5343, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

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

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

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

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

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

7.4 **Grant Agreement Complete.** This grant agreement, including Exhibits "A" and "B", contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

8 **Liability**

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

9 **State Audits**

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

10 **Government Data Practices and Intellectual Property**

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

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

11 **Workers' Compensation**

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

12 **Publicity and Endorsement**

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

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

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

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

14 **Termination**

14.1 **Termination by the State.** The State may immediately terminate this grant agreement 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 Cause.** The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this grant agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

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

(a) Funding for Agreement No. NA is withdrawn by the NA;

(b) It does not obtain funding from the Minnesota Legislature,

(c) Or, if funding cannot be continued at a level sufficient to allow for the payment of 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 agreement 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's receiving that notice.

15 **Data Disclosure**

Under Minnesota Statute § 270C.65, Subdivision 3 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.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Roheen C Marchetti

Date: 08-04-2012

CFMS Grant Agreement No. 50711
PO 3000024921

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: [Signature]

Title: County Sheriff

Date: 8-14-2012

By: _____

Title: Chairman of County Board

Date: _____

By: _____

Title: County Auditor or Administrator

Date: _____

3. STATE AGENCY: NATURAL RESOURCES

By: _____
(With delegated authority)

Title: Assistant Administrator, OCO

Date: _____

Attachments: Exhibits "A" & "B"

Distribution:

- 1. DNR - OMBS
- 2. Grantee - 2 (Sheriff's Office & Co. Board)
- 3. State's Authorized Representative - Photo Copy

2012 STATE OF MINNESOTA FEDERAL BOATING SAFETY
SUPPLEMENTAL EQUIPMENT GRANT AGREEMENT
(CFDA #97.012)

1. The purpose of this grant is to provide supplementary funding to the Grantee, not exceeding the amount specified in Clause 4 of the Grant Agreement, to purchase the following specific equipment or other items that will be used for recreational boating safety activities:
 - a. 1 rapid deployment rescue boat for fast water & dam operations
 - b. 20 Type III PFD's
 - c. 10 SAR PFD's
 - d. 25 throw bags
 - e. 1 cold water rescue suit

2. The program shall begin on July 1, 2012. The purchase and request for reimbursement (county invoice) must be submitted to the State's representative by September 14, 2012. An extension beyond that date for purchase, delivery and reimbursement deadlines may be granted, if requested by the Grantee, and approved in writing by the State's representative. Requests submitted after September 14, 2012, that have not been granted a purchase or reimbursement extension from the State, are not eligible for reimbursement and will become the Grantee's sole responsibility.

3. The Grantee must first purchase the item as specified in this grant, follow any specific county purchasing procedures and pay for it from the Grantee's funds. The Grantee must then submit the following for reimbursement by the deadline noted in #2 above:
 - a. An invoice from the Grantee, dated no earlier than July 1, 2012 and not later than September 14, 2012, with a description of all the item(s) being requested for reimbursement. The purchase/invoice deadline may be modified if an extension, as noted in clause #2 above, is granted in writing from the State's representative.
 - b. A copy of the invoice(s) from the vendor(s) showing the amount the Grantee actually paid, including shipping, sales tax and any setup costs.
 - c. If the item is valued over \$5,000, the Grantee's asset number(s) & equipment serial number(s) must also be included on the invoice.
 - d. All reimbursement requests must be sent or delivered to:

Minnesota Dept. of Natural Resources
Boat & Water Safety Section
500 Lafayette Road
St. Paul, MN 55155-4046

4. Aids to navigation purchased through this grant must comply with the requirements in Minnesota Rule 6110.1500. Watercraft purchased through this grant must be registered with the State and display registration numbers and validation decals as noted in Minnesota Rule 6110.0100 -.0900.

5. Invasive Species Prevention. Grantees and subcontractors must follow Minnesota DNR's Operational Order 113, which requires preventing or limiting the introduction, establishment and spread of invasive species during activities on public waters and DNR administered lands. This applies to all activities performed on all lands under this grant agreement and is not limited to lands under DNR control or public

waters. Duties are listed under Sections II and III (pp. 5-8) of Operational Order 113 which may be found at http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_113.pdf.

6. The Grantee agrees that, when requested by the State, they will promptly complete an inventory on items purchased at a cost of more than \$5,000 and forward it to the State's representative.
7. The State will supply a special label that will need to be applied to each item of equipment that exceeds \$5,000. This label indicates that federal boating safety funds were used for all or a portion of the purchase.
8. Items purchased under this grant may not be sold, traded or disposed of without prior written permission and instructions from the State as to the disposition of the item(s), and any funds derived from their sale or trade. The Grantee must promptly notify the State's representative if any item over \$5,000 purchased through this grant is lost or stolen.
9. By accepting this grant, the Grantee agrees, when requested, to accurately & promptly complete and return to the state any reports required by the State or the cognizant federal agency regarding activities, expenditures or accomplishments for the recreational boating safety program.
10. In any reference to this grant, it should be referred to as. "A federal boating safety sub grant through the Minnesota Department of Natural Resources."

2012 FEDERAL ASSURANCES NON-CONSTRUCTION PROGRAMS

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

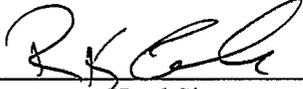
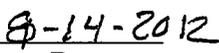
As the duly authorized representative of the applicant, I certify that the applicant:

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

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508) and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (1) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et. seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-248 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1995 and OMB Circular A-133, "Audits of State, Local Governments and Non-Profit Organizations." *(see below).
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

**If the COUNTY (as defined on page 1 of this grant) expends more than \$500,000 in federal assistance per year, it agrees to have a program-specific or single audit made in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133 - "Audits of States, Local Governments and Non-Profit Organizations." Copies of the audit report are required to be sent to the following: 1) Office of the State Auditor - Single Audit Division, Suite 400, 525 Park Street, St. Paul, MN 55103, 2) Minnesota Department of Natural Resources, Internal Audit Section - Office of Management & Budget Services 500 Lafayette Road, St. Paul, MN 55155 and 3) The Federal Single Audit Clearinghouse located at: Bureau of the Census, Data Preparation Division, 1201 East 10th Street, Jeffersonville, IN 47132.*

PINE COUNTY REQUEST FOR BOARD ACTION

Requested Board Date: August 21, 2012	Consent Agenda <i>(Please choose)</i> Regular Agenda Estimated Time: <i>(Please Circle)</i> _____ 10 Min. 15 Min. Time needed 30 Min. 45 Min. 1 hour
Department requesting action: <u>Sheriff</u>	 Department Head Signature  Date

Item for Discussion: (one form per item)

The Pine County Sheriff requests the County Board approve the attached, up-dated, Joint Powers Agreement between Pine County and the State of Minnesota for:

“Integrated Search Services” to provide data sharing between the courts and the Sheriff’s Office.

Request approval and signature.

Board Action Requested: (Attach additional pages if needed)

Supporting Documents: Attached None



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

August 6, 2012

Sheriff Robin Cole
Pine County Sheriff's Office
635 Northridge Dr NW, Suite 100
Pine City, MN 55063-1409

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.

As your agency has not yet returned the JPA, we would appreciate it if you would also sign and return the enclosed Court Data Services Subscriber Amendment at the same time.

Hopefully, the resolution authorizing the JPA includes language covering amendments which would then cover the enclosed document. If you have already sent in the JPA, please have the enclosed Amendment reviewed, approved and signed and return it to the BCA for further processing. We will ensure that you receive completely executed copies of both documents for your files.

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

Sincerely,

A handwritten signature in cursive script that reads "Julie Johansen".

Julie Johansen
Contracts and Grants Specialist

Enclosures

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



COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment ("Subscriber Amendment") is entered into by 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"), and by and for the benefit of the State of Minnesota acting through its State Court Administrator's Office ("Court") who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, Contract number DPS-M-1084, of even or prior date, for Agency use of BCA systems and tools (referred to herein as "the CJDN Subscriber Agreement"). 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 this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers ("Master Authorization Agreement") between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Amendment. Any party may terminate this Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.

ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.

iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.

iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. **"Rules of Public Access"** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records* or *Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. **"Court"** shall mean the State of Minnesota, State Court Administrator's Office.

h. **"Subscriber"** shall mean the Agency.

i. **"Subscriber Records"** means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of a Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or

other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Agreement, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS. Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. **LICENSE AND PROTECTION OF PROPRIETARY RIGHTS.** During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. **Court Data Services Programs.** Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. **Court Data Services Databases.** Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. **Marks.** Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

d. **Restrictions on Duplication, Disclosure, and Use.** Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its

licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if

Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the BCA systems and tools under this Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. **RELATIONSHIP OF THE PARTIES.** Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. **NOTICE.** Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. **NON-WAIVER.** The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. **FORCE MAJEURE.** Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. **SEVERABILITY.** Every provision of this subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. **ASSIGNMENT AND BINDING EFFECT.** Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. **GOVERNING LAW.** This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. **VENUE AND JURISDICTION.** Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. **INTEGRATION.** This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions

of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

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: _____

SWIFT Contract No. _____

2. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: ROBERT K COLE
(PRINTED)

Signed: [Signature]

Title: PENE COUNTY SHERIFF
(with delegated authority)

Date: 8-14-2012

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: _____

5. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____

PINE COUNTY REQUEST FOR BOARD ACTION

Requested Board Date: August 21, 2012	Consent Agenda <i>(Please choose)</i> Regular Agenda Estimated Time: <i>(Please Circle)</i> _____ 10 Min. 15 Min. Time needed 30 Min. 45 Min. 1 hour
Department requesting action: <u>Sheriff</u>	 8-14-2012 Department Head Signature Date

Item for Discussion: (one form per item)

The Pine County Sheriff's Office K-9 division received a donation of \$1000.00 from the Pine County 4-H. These funds will be used to help offset the expense of the canine program.

This donation will be placed in reimbursements.

Board Action Requested: (Attach additional pages if needed)

Request the Pine County Board of Commissioners approve and except this donation.

Supporting Documents: Attached None

PINE COUNTY REQUEST FOR BOARD ACTION

Requested Board Date: August 21, 2012	Consent Agenda <i>(Please choose)</i> Regular Agenda Estimated Time: <i>(Please Circle)</i> _____ 10 Min. 15 Min. Time needed 30 Min. 45 Min. 1 hour
Department requesting action: <u>Sheriff</u>	 8-14-2012 Department Head Signature Date

<p>Item for Discussion: (one form per item)</p> <p>The Pine County Sheriff's Office Volunteer Posse received a donation of \$1000.00 from the Pine County Fair Board.</p> <p>This donation will be placed in reimbursements.</p> <p>Board Action Requested: (Attach additional pages if needed)</p> <p>Request the Pine County Board of Commissioners approve and except this donation.</p> <p align="center">Supporting Documents: Attached None</p>

PINE COUNTY HRA
510 Fifth Street Office
Sandstone, MN 55072
e-mail: pinehra@ecenet.com

Sandstone Manor
510 Fifth Street
Sandstone, MN 55072

Finlayson Manor
6524 Broadway Street
Finlayson, MN 55735

July 26, 2012

David Minke
Pine County Courthouse
635 Northridge Drive NW #200
Pine City, MN 55063

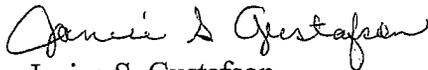
Subject: Reappointment of Pine County HRA Board of Directors Commissioner

Dear Mr. Minke:

Dean Dronen's term will expire in October 2012. We respectfully request, with his approval, he be approved for reappointment to the Pine County HRA Board of Directors.

If there is anything else that you need, please contact me at 320-245-5140.

Thank you,


Janice S. Gustafson
Executive Director

Pledge Reminder



405 First Street SE
Little Falls, MN 56345
Phone: (320) 632-9255 or Fax: (320) 632-9258
www.ifound.org

Customer		Date
Contact Name	David Minke	7/30/2012
Company Name	County of Pine	
Address	635 Northridge Dr NW	
City/State/Zip	Pine City, MN 55063	
Purchase Order #	KR073012	

Description
Thank you for your investment of \$7,000 supporting the work of the Initiative Foundation.
Total Due: \$7,000

Remit payment to address above and make check payable to:
Initiative Foundation

<i>For Internal Purposes Only</i>	
Apply to Account#:	402-4020 Amount: \$7,000
Route Copy to Finance Assistant	

RESOLUTION NO. ____

RESOLUTION CALLING FOR A PUBLIC HEARING ON A PROJECT BY PINE
HABILITATION AND SUPPORTED EMPLOYMENT, INC.

BE IT RESOLVED, by the Board of Commissioners of Pine County, Minnesota (the "County"), as follows:

1. Authority. Fryberger, Buchanan, Smith & Frederick, P.A., bond counsel ("Bond Counsel") has advised the County that Minnesota Statutes, Sections 469.152 through 469.165, as amended (the "Act"), authorizes a city to issue revenue obligations to refinance indebtedness incurred by an organization engaged in providing health care related activities and social services.
2. The Project. Representatives of Pine Habilitation and Supported Employment, Inc. (the "Borrower") have represented to the County that Borrower is a Minnesota nonprofit corporation and organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, engaged in providing health care related activities and social services. Representatives of the Borrower have further advised the County that the Borrower desires to (a) refinance taxable indebtedness incurred to acquire a building used for training developmentally disabled persons in the process of furniture assembly and resale located at 23385 Freeway Boulevard, Pine City, Minnesota; and (b) finance remodeling of the building located at 23385 Freeway Boulevard, Pine City, Minnesota (the "Project") and paying costs associated with the financing and refinancing.
3. Financing.
 - a. The Borrower desires to finance the Project through the issuance of tax-exempt revenue obligations (the "Obligations") of the City of Sandstone (the "Issuer").
 - b. The Borrower has further requested that the County consent to the issuance of the Obligations by the Issuer pursuant to the Act after conducting a public hearing.
4. Public Hearing.
 - a. As the Project is located within the County, the County will conduct a public hearing on the proposal to undertake and finance the Project.
 - b. The Clerk or at the Clerk's discretion, Bond Counsel, is authorized and directed to cause the notice substantially in the form attached hereto as Exhibit A, to be published in the official newspaper of the County and a newspaper of general circulation in the County not less than 14 days nor more than 30 days prior to the date set for the public hearing; provided that if the official newspaper of the County is a newspaper of general circulation in the County, the notice may be published only once.
5. County Costs. The Borrower has agreed that it will pay or, upon demand, reimburse the County for payment of, any and all costs incurred by the County in connection with the

Project and the issuance of the Obligations, whether or not the Project is carried to completion, or the Obligations are issued.

6. Rights Reserved. Nothing in this resolution shall be construed as an indication of an intent to approve this Project and issue the proposed obligations. The Council specifically reserves the right to approve or disapprove the request after said public hearing.

Adopted: August 21, 2012.

Chair

Attest:

Clerk

M:\DOCS\06485\000049\ROL\SI5847.DOCX

EXHIBIT A

NOTICE OF PUBLIC HEARING ON PROPOSED PROJECT AND THE ISSUANCE OF PRIVATE ACTIVITY BONDS

PINE COUNTY, MINNESOTA

Notice is hereby given that the Board of Commissioners of Pine County, Minnesota (the "County") will meet on Tuesday, September 18, 2012, at 1:00 p.m., or as soon thereafter as reasonably possible in the Public Health Building, 1610 Highway 23 North, Sandstone, Minnesota, for the purpose of conducting a public hearing to consider giving host approval to the issuance by the City of Sandstone (the "Issuer") of revenue obligations, in one or more series, under Minnesota Statutes, Sections 469.152 through 469.165 (the "Act"), in order to finance the cost of a project located in the County. The project will consist of (a) refinancing taxable indebtedness incurred to acquire an approximately 13,800 square foot building to used for training developmentally disabled persons in the process of furniture assembly and resale located at 23385 Freeway Boulevard, Pine City, Minnesota; and (b) financing the remodeling of the building located at 23385 Freeway Boulevard, Pine City, Minnesota the City and paying a portion of the costs associated with the financing and refinancing, in the maximum amount of \$375,000 (the "Project") all on behalf of the owner, Pine Habilitation and Supported Employment, Inc., a Minnesota nonprofit corporation and organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Borrower"). The total amount of the obligations to be issued is presently being estimated at not to exceed \$375,000. The obligations and interest thereon shall not be payable from nor charged against any funds of the County or the Issuer (together, the "Municipalities") other than revenue pledged for the payment thereof, nor shall the Municipalities be subject to any liability thereon. No holders of the obligations shall ever have the right to compel any exercise of the taxing power of the Municipalities to pay the obligations or the interest thereon, nor to enforce payment against any property of the Municipalities. Such obligations shall not constitute a charge, lien or encumbrance, legal or equitable, upon any property of the Municipalities, nor shall the same constitute a debt of the Municipalities within the meaning of any constitutional or statutory limitations.

A draft copy of the proposed Application to the Minnesota Department of Employment and Economic Development for approval of the project, together with all attachments and exhibits thereto, is available for public inspection at the office of the Auditor-Treasurer at 635 Northridge Drive NW, Suite 240, Pine City, Minnesota, between the hours of 8:00 a.m. and 4:30 p.m. Monday through Friday, except legal holidays.

All persons interested may appear and be heard at the time and place set forth above or may submit written comments to the Auditor-Treasurer in advance of the hearing.

**EXTRACT OF MINUTES OF A REGULAR MEETING OF THE
BOARD OF COMMISSIONERS OF
PINE COUNTY, MINNESOTA**

Pursuant to due call and notice thereof, a regular meeting of the Board of Commissioners of Pine County, Minnesota, was duly called and held at the Public Health Building, 1610 Highway 23 North, Sandstone, Minnesota, on Tuesday, August 21, 2012, at 1:00p.m.

The following members were present: _____

and the following members were absent: _____

MOTION: Member _____ moved to adopt Resolution No. _____, entitled "Resolution Calling for a Public Hearing on a Project by Pine Habilitation and Supported Employment, Inc.," the reading of which had been dispensed with by unanimous consent.

SECOND: Member _____

RESULT: On a roll call vote the motion was carried.

Ayes:
Nays:
Not Voting:
Absent:

Pine County Personnel Committee
Minutes
August 14, 2012
9:00 A.M. Pine County Courthouse

Members: Commissioner Chaffee
Commissioner Rossow

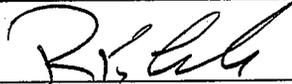
1. Commissioner Chaffee called the meeting to order at 9:00 a.m.
2. Commissioner Rossow moved to approve the agenda and Commissioner Chaffee seconded. Agenda was approved.
3. Commissioner Rossow moved to approve the minutes from the July 10, 2012, Personnel Committee meeting. Commissioner Chaffee seconded. Minutes were approved.
4. Sheriff's Office
 - a. Resignation of full-time corrections officer Arnold Leen, request replacement. – The committee accepted the resignation without replacement at this time.
 - b. Resignation from full-time to part-time for corrections Officer Jennifer Runyan, request replacement. – The committee accepted the resignation and approved the move to part-time.
 - c. Resignation of Investigator Matthew Ludwig, request investigator replacement from full-time staff. – The committee accepted the resignation without replacement at this time.
 - d. Authorization to fill 2 open full-time deputy positions. The committee decided to hold the positions open without authorization to fill at this time.
 - e. Authorize permanent Sheriff's (sworn) staffing at 24 patrol deputies, 3 patrol sergeants, 4 investigators, 1 chief deputy and 1 sheriff. Elimination of part-time deputies. -- The committee decided to take no action at this time.
5. Facility Department
 - a. Resignation of part time cleaning staff Cheryl Pitzen – The committee accepted the resignation without replacement at this time.
6. IT Department
 - a. Accept the resignation of Tom Keefe, MIS Support Specialist. The committee accepted the resignation and approved the request to repost the position.

7. Roxanne Orvis additional hours – The committee authorized an increase of 7.5 hours to her schedule and dedication of two days of her work week to the administrator's office for a trial period until 12/31/12.
8. Other – Pine County Engineer Mark LeBrun requested acceptance of the resignation of David Stevens, who will be retiring as Highway Maintenance Superintendent on October 21, 2012, The committee accepted the resignation with regrets and thanks Dave for his many years of service to Pine County.

Pine County Engineer requested the approval of the promotion of Shawn Linnell to Maintenance Engineer effective September 17, 2012. The committee approved the promotion.

9. The meeting adjourned at 10:27 a.m.

PINE COUNTY REQUEST FOR BOARD ACTION

Requested Board Date: 21 Aug 4 Sept 2012	Consent Agenda <i>(Please choose)</i> Regular Agenda Estimated Time: <i>(Please Circle)</i> _____ 10 Min. 15 Min. Time needed 30 Min. 45 Min. 1 hour
Department requesting action: <u>SHERIFF/JAIL</u>	 Department Head Signature 8-14-2012 Date

Item for Discussion: (one form per item)

Acknowledge the resignation of Full time Corrections Officer Arnold Leen effective 10 Aug 2012.

Authorize immediate replacement from internal part time personnel.

Authorize hiring of part time corrections officer.

**REPLACEMENT DENIED @
PERSONNEL 8-14-12**

Board Action Requested: (Attach additional pages if needed)

Supporting Documents: Attached None

PINE COUNTY REQUEST FOR BOARD ACTION

Requested Board Date: 21 07 Aug 2012	Consent Agenda <i>(Please choose)</i> Regular Agenda Estimated Time: <i>(Please Circle)</i> _____ 10 Min. 15 Min. Time needed 30 Min. 45 Min. 1 hour
Department requesting action: <u>SHERIFF/JAIL</u>	<div style="text-align: center;">  Department Head Signature </div> <div style="text-align: right;"> 8-14-2012 Date </div>

Item for Discussion: (one form per item)

Acknowledge and approve Corrections Officer Jennifer Runyan resignation of Full time status and approve Part Time status beginning 19 Aug 2012.

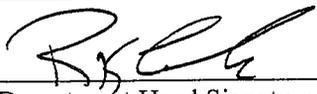
Grade B-23, pay unchanged.

Authorize internal Full time replacement for the above vacated full time position from current Part time personnel. **REPLACEMENT DENIED @ PERSONNEL 8-14-12**

Board Action Requested: (Attach additional pages if needed)

Supporting Documents: Attached None

PINE COUNTY REQUEST FOR BOARD ACTION

Requested Board Date: August 21, 2012	Consent Agenda <i>(Please choose)</i> Regular Agenda Estimated Time: <i>(Please Circle)</i> _____ 10 Min. 15 Min. Time needed 30 Min. 45 Min. 1 hour
Department requesting action: <u>Sheriff</u>	 Department Head Signature 7-23-2012 Date

Item for Discussion: (one form per item)

Request the County Board acknowledge the **resignation for retirement** of full-time Sheriff's Investigator Matthew Ludwig as of 7-26-2012.

Request immediate back fill this position, from the existing part-time list.

This item was discussed at the Personnel Committee on 8-14-2012.

Board Action Requested: (Attach additional pages if needed)

Supporting Documents: Attached None